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CURRENT TOPICS.

WE UNDERSTAND that there is no truth in the statements, which have recently appeared in some of the daily journals, that Mr. H. H. ASQUITH, K.C., M.P., intends to retire from practice at the bar.

WE HAVE received, too late for comment this week, a copy of the new Supreme Court Rules for carrying out the amalgamation of the Chancery and Bankruptcy Taxing Offices and the taxing departments of the offices of the Masters in Lunacy and the Registrar in Companies Winding-up.

IT WILL be seen from the order we publish elsewhere that the transfer we anticipated last week has been made of the company winding-up business from Mr. Justice WRIGHT to BYRNE and BUCKLEY, JJ., as linked judges of the Chancery Division. The order takes effect on and after the 10th of January next.

Mr. H. W. LUSH-WILSON, K.C., has been appointed judge of the County Court Circuit No. 58, in succession to Judge WOODFALL, who has been transferred to the Westminster County Court. Mr. LUSH-WILSON, who is a son of the late Lord Justice LUSH, was called to the bar in 1873, and has practised on the South-Eastern Circuit.

IT WILL be seen from the Order in Council which we publish elsewhere that the application of the compulsory provisions of the Land Transfer Act, 1897, has been further postponed until the 1st of March, 1902. Let us hope that this is in order to give time for consideration of the representations of the City Corporation on the subject.

A NEW Order in Council (which we print elsewhere) has been made with respect to the dates of holding the summer and winter assizes on the North and South Wales Circuits. Hitherto these dates have been contained in the schedule to the Order in Council of the

28th of July, 1893. The new arrangements will not materially alter that scheme, but the assizes at Chester, and those (alternately) at Swansea and Cardiff, no longer immediately follow the other places on the circuits, but are postponed in summer till July and August, and in winter till March.

In the case of *Re Jackson* (reported elsewhere) Buckley, J., has given a decision upon a point which has hitherto been the source of a good deal of inconvenience. By section 16 (ii.) of the Settled Land Act, 1890, it is provided that "the persons (if any) who are for the time being under the settlement trustees with future power of sale, or under a future trust for sale, of the land to be sold," shall be trustees for the purposes of the Settled Land Acts. The difficulty arises where land is left to several persons, A., B., C., as trustees upon trust for one of them —A.—for life, with a power or trust for sale upon A.'s death. Who in such a case are the persons who for the time being under the settlement are trustees with a future power or under a future trust for sale? If it is suggested that A. is to be included, there is the objection that the will itself excludes him from occupying such a position. Whoever is to exercise the trust for sale, certainly he will not, for it does not arise until after his death. In one case decided in chambers—*Re Nieuwenhuys* (see 43 Solicitors' Journal, 326)—Chitty, J., adopted this view, and held that the trustees for the time being other than the tenant for life were trustees for the purposes of the Settled Land Acts. In the earlier case of *Re Cox and Seadon's Contract* (91 L. T. Journal 241), however, he is said to have acted on the view that the trustee tenant for life was also a trustee for the purposes of the Settled Land Acts, and a like decision seems to have been given by Stirling, J., in *Re Earp* (Wolst. Br. & Ch. Conv. & Settled Land Acts (8th ed.), p. 423). In this state of things a formal decision on the point was much to be desired, and such a decision has now been given in *Re Jackson*. Buckley, J., has wisely, if we may say so, avoided the subtleties which inevitably arise when the words "trustees with future power of sale" are construed strictly. It is sufficient that the trustees for the time being hold subject to a future power or trust, though they may not, or cannot, be the persons who will exercise it. No doubt this gives the most natural meaning to the section, though it would probably have been differently expressed had the precise point been before the draftsman. At any rate, the decision settles the matter for practical purposes, and under the circumstances referred to, the tenant for life is both the person to sell and one of the persons to give a receipt for the purchase-money.

When the Judicial Committee gave their summary decision in *Marais's case*, leaving the reasons to be assigned on a future date, we ventured to point out the inexpediency of such a course, especially as a marked difference of opinion between the members of the court was apparent in the course of the argument. The reasons have now been given, and it cannot be said that they throw much light upon a point of constitutional law which is of great importance. The peculiar arrangements of the Privy Council forbid any hint of a dissentient minority in the judgment delivered, and it has doubtless been convenient to ignore the assertions of the great common law authorities that martial law is inconsistent with the continued sitting of competent civil courts, and to base the decision upon the previous decision of the Privy Council in *Elphinstone* v. *Bedreechund* (1 Knapp, 316). But that case, though the short judgment delivered by Lord Tenterden gives some colour to the present decision, really depended upon very different circumstances. Complaint was made, not of the wrongful arrest of a civilian subject of the Crown, but of the seizure of treasure alleged to have been wrongfully removed in breach of the terms of a capitulation; and judgment was given upon the ground that "the proper character of the transaction was that of hostile seizure made, if not *flagrante*, yet *nondum cessante bello*"; in other words, the seizure itself was an act done in the course of the war. But it is obviously quite different where the question is, not of a seizure of booty, but of the personal liberty of a civilian subject; and the judgment delivered by the Lord Chancellor makes no reference to the emphatic statements of Lord Hale (Pleas of the Crown, I., 347) and Lord Coke (Co. Litt. 249*b*), that when the courts of justice are open, it is in point of law a time of peace, or to the opinion of the law officers in the Canadian case that the prerogative of exercising martial law "does not extend beyond the case of persons taken in open resistance, and with whom, by reason of the suspension of the ordinary tribunals, it is impossible to deal according to the regular course of justice" (Forsyth's Cases and Opinions on Constitutional Law, p. 198). No such impossibility seems to have existed in the present case. Of course it may be that the lawyers of an earlier day took too high a view of the importance of maintaining civil rights even in times of disturbance, but if their authority was to be set aside, it would have been done more satisfactorily in a judgment which specifically dealt with the matter.

The London Government Act, 1899, contains a provision (section 29) (on the lines of those which have been found very useful in regard to similar questions arising under the Local Government Acts of 1888 and 1894) by which the High Court is enabled to determine doubts as to whether powers have or have not been transferred under the Act to the new metropolitan borough councils. This provision was made use of for the first time (so far as reported) in the case of *Mayor &c., of Westminster* v. *London County Council*, which came before a Divisional Court on the 16th inst. The question was as to the transfer to the Westminster Council of the power to licence and control temporary wooden structures erected for the purpose of viewing processions passing through the city of Westminster. Under the London Building Act, 1894, the county council had (and still have, subject to the transfer effected by the Act of 1899) certain powers and duties of controlling the erection and construction of buildings. Part VI. of the Act deals with construction of buildings generally; Part VII. (sections 82 to 86) with "special and temporary buildings and wooden structures." Section 82 deals with the inspection by the county council's surveyors and approval by that council of any buildings to which Part VI. is inapplicable, and section 83 contains certain further provisions as to buildings of a temporary character; neither section applies exclusively to buildings of wood, iron, or any other specified material. Section 84 requires a licence from the county council to be obtained for the erection of "wooden structures." The power to licence under section 84 (only), and to take proceedings for default in observing the conditions of a licence, is in terms transferred to the borough councils by the London Government Act, 1899, s. 5, and Schedule II.; no transfer is made in terms of any of the powers under the preceding sections. The court decided that the power to licence the temporary wooden structures for viewing processions is transferred by the Act, but declined to decide what the effect of this transfer may be on the powers and duties of the county council under sections 82 and 83. The result seems to be that there will be a considerable conflict of jurisdiction as to dealing with temporary structures generally; apparently the county surveyors must inspect and report in all cases, while the licensing power is held by the county council or by the borough council according to the material of which the structure is built. Great confusion must arise unless some further legislation separates and defines the jurisdiction of each authority.

When a statute provides that the repetition of an offence shall render the offender liable to a heavier punishment, it may fairly be argued that the intention is that the punishments for such offences should be of a cumulative character; or, to put it another way, that a first offender is let off lightly on condition that he does not offend again. Section 1 of the Night Poaching Act, 1828, is a provision of this sort. It provides that any person may be punished, on summary conviction for poaching by night, with imprisonment for three months; for a second offence he may receive a sentence of six months on summary conviction; and in case he "shall so offend a third time" he shall be guilty of a misdemeanour, and on conviction may get seven years' penal servitude. Then section 9 of the same Act deals with a more serious offence—that is, the mis-

demeanour of three or more persons poaching by night, armed with an offensive weapon, the punishment for which is a maximum of fourteen years. In the case of *Rex* v. *Lines*, argued before the Court for Crown Cases Reserved a few days ago, it appeared that the prisoner had been convicted at assizes under section 9. Subsequently, he had been convicted under section 1, and, lastly, had been indicted at quarter sessions under section 1 and convicted. The indictment set out the first and second convictions correctly, and charged him with this third offence. The question for the court was whether this "last conviction" could stand, and the court held that it could not. The prisoner was not represented, but the defence made for him at quarter sessions was indicated in the case. The point is not free from difficulty, but on careful consideration it will probably be agreed that the court were right and that the indictment was bad. It is to be noticed that the offence described in section 9 is included in that described in section 1, and therefore this was the prisoner's third offence of night poaching. When he was first charged he might have been charged under section 1, in which case he could not have received more than three months' imprisonment. He was, however, charged under section 9 and tried on indictment. He, therefore, did not receive the indulgence held out by the statute to a first offender, and having served his sentence after trial on indictment, he was not in a state of probation, but had completely expiated his crime. The court, in quashing the conviction, held that the words in section 1—"shall so offend a third time"—refer to proceedings taken on two previous occasions under the same section; and that, as there was no evidence in this case of two previous convictions under that section, there was no evidence of a third offence. For the prosecution a case was cited, *Rex* v. *Ball* (1 Moo. C. C. 330), which, although at first sight in point, will not bear examination as an authority for upholding the conviction. Section 2 of the Act in question gives power to a gamekeeper to apprehend any person found committing the offence mentioned in section 1, but no power of arrest is expressly given with respect to the offence under section 9. This case merely determines that where three or more are found armed by night in pursuit of game, they may lawfully be arrested under the power contained in section 2, as what is punishable under section 9 is also punishable under section 1, though the circumstances of aggravation make it liable to a heavier penalty. This is only common sense, for if a keeper arrest one of a party of three or more, he can be charged under either section; and it would be the height of absurdity if his arrest were to be unlawful in case he were charged with a graver offence, whilst it were perfectly lawful in case of the charge being for a lesser offence contained in the other.

Modern advertisement has become one of the fine arts, and the energy with which it is pursued sometimes brings it into collision with the law. At the hearing of a summons before the police magistrate at Clerkenwell last week, it appeared that the defendant was a fishmonger with premises in Pentonville-road. He was summoned, under section 72 of the Highway Act, 1835, for wilfully obstructing the passage of the footway. What he had done was to exhibit on his premises a shark with open mouth displaying formidable teeth, and this was enough to attract crowds of people who blocked up the footway. The same points which have been taken in previous cases were urged on behalf of the defendant. It was said that there was no law to prevent any shopkeeper from placing objects of novelty in his window; that the defendant could not stop the people from looking at the shark; that crowds were often attracted by Christmas turkeys or rare specimens of fish or game, and that it had never been considered that such shows were illegal. The magistrate, upon an undertaking by the defendant not to exhibit another shark, asked the police to withdraw the summons, saying that there were many legal difficulties in the matter. We are not informed as to the nature of these difficulties, and the law as to the liability for an exhibition or performance on private premises which will probably attract a crowd, and thereby obstruct the footway, seems to be tolerably well settled. A leading case on the subject is *Rex* v. *Carlile* (6 C. & P. 636). There the defendant, a bookseller in Fleet-street, was indicted for exhibiting effigies in his shop in the view of persons passing along the highway with intent to attract their notice. There seems to be little doubt that he succeeded in his object, for there was evidence that crowds collected in such numbers as to obstruct the footway and to drive aged persons and females into the carriage-road. Pickpockets were encouraged in their depredations, and a neighbouring householder stated that, owing to the crowd continually standing over his area gratings, his servants were obliged to burn candles every day and all day in his kitchen. The defendant contended that he was entitled to carry on his business in the way he thought proper, and that the nuisance from the crowd was not greater than that on Lord Mayor's Day. But the learned judge who presided at the trial, Park, J., said that one nuisance did not justify another; that Lord Mayor's Day was but one day, and that, if instead of that it lasted from October to November, he would say that it ought to be put a stop to. The jury were asked whether the obstruction was the natural result of the exhibition in the defendant's shop, with the result that he was convicted. There have, we believe, been other cases where attention has been drawn to advertisements in shop windows which cause crowds to assemble in such numbers as to drive foot passengers from the pavement. In one case at Manchester a shop window was filled with photographs of celebrities, while in London, at Cheapside, the attraction was a performing clock. These advertisements are not likely to diminish in number, and there seems to be a steady increase in the number of those who have sufficient leisure to enable them to study objects in shop windows. In *Barber* v. *Penley* (1893, 2 Ch. 447) Sir Ford North, on an application for an injunction to restrain the lessee of the Globe Theatre from carrying on the theatre so as to obstruct the access to or egress from the plaintiffs' premises by causing crowds to assemble or otherwise, had occasion to consider the law with regard to obstructions of the public highway. The learned judge, after discussing several decisions in the Chancery Division, and citing a passage from the judgment of Lord Tenterden in *Rex* v. *Moore* (3 B. & Ad. 184), "if a person collects together a crowd of people to the annoyance of his neighbours, that is a nuisance for which he is answerable," says: "If a defendant does within his premises what causes a nuisance outside, it does not matter whether the nuisance is caused by what goes on inside being actually visible outside and so causing the crowd to collect, or whether, by reason of what is going on or what is about to go on inside, he causes the crowd to collect." The increasing difficulty of passage along the streets of London must make everyone anxious that there should be no relaxation of the law.

We have frequently referred to the paragraphs which appear in the daily papers at the commencement of each legal vacation informing an anxious public what the learned judges are doing, or propose to do, during their holidays. One would really suppose that it is hardly necessary to tell us that these austere and discreet personages are not on the wing for questionable places such as Monte Carlo, or unwholesome haunts such as the West Coast of Africa; and that being so, it does not appear to matter a brass farthing to anyone (not interested by family ties or friendship) where a judge chooses to spend his time. This may perhaps have occurred to the pseudo-detective who dogs the footsteps of the departing judges, for we find a new development in the paragraphs with regard to the Christmas vacation. We are informed by a daily instructor that a certain learned judge "will stay in town during the Christmas vacation instead of going to his country house. This is not in accordance with his usual practice, as he has not the reputation of being very fond of London or society, and usually hurries off to his estate to escape the 'madding crowd.' By the way, it is on this estate that a notice-board is placed, with the curious inscription, 'Trespassers will not be prosecuted.'" The paragraphist, evidently feeling that there is but a lukewarm interest in what a judge is going to do during his vacation, now tries the device of telling the world what he is *not* going to do. There are unbounded possibilities in this line; we may next hear that a learned judge is "not going to allow his temper to get the better of him during the Christmas vacation. This is not in accordance with his usual practice," &c., &c.

COLLATERAL ADVANTAGES IN MORTGAGES.

THE decision of the House of Lords this week in *Noakes & Co.* v. *Rice* (reported elsewhere) constitutes an important addition to the numerous cases which have arisen recently with respect to the mutual rights of mortgagor and mortgagee. The principle that no agreement entered into between the parties at the time of the mortgage can make the mortgage irredeemable was emphatically affirmed by the House of Lords in *Salt* v. *Marquis of Northampton* (40 W. R. 529; 1892, A. C. 1); in other words, the mortgage agreement must contain nothing which fetters the due exercise by the mortgagor of the equity of redemption. "Equity," said BOWEN, L.J., when that case was before the Court of Appeal, "will permit of no attempt to clog, fetter, or impede the borrower's right to redeem and to rescue what was, and still remains in equity his own." And in the recent case of *Lisle* v. *Reeves* (*ante*, p. 67) the Court of Appeal further affirmed the doctrine by expressing disapproval of BUCKLEY, J.'s, ruling that its application was restricted to the period subsequent to the day originally fixed for redemption. The principle is one inherent in the law of mortgage, and applies as between mortgagor and mortgagee from the moment when the mortgage is made. The right of redemption is a necessary incident of the transaction, and this right allows of no restriction at the time of the mortgage, though it is competent for the mortgagor to abandon it subsequently.

There is no doubt, therefore, as to the correctness of the second part of the well-known *dictum* in *Jennings* v. *Ward* (2 Vern. 520): "A man shall not have interest for his money, and a collateral advantage besides for the loan of it, *or clog the redemption with any by-agreement.*" Anything which "clogs" the redemption is absolutely prohibited. The prohibition of a collateral advantage, on the other hand, was expressly set aside by the Court of Appeal in *Biggs* v. *Hoddinott* (47 W. R. 84; 1898, 2 Ch. 307), a decision of which both Lord MACNAGHTEN and Lord DAVEY expressed approval on the present occasion. In that case the defendants in 1896 mortgaged a hotel to the plaintiff, who was a brewer. The mortgage deed contained a proviso that the mortgage money should not be called in for five years, and there was a covenant binding the defendants to take from the plaintiff during the continuance of the security all malt liquors required for the premises. The mortgagors claimed to disregard this covenant as being a collateral advantage obtained by the mortgagee and therefore void; but ROMER, J., upheld it, and his decision was affirmed by the Court of Appeal. The proposition, LINDLEY, M.R., pointed out, as stated in *Jennings* v. *Ward* is too wide. The real principle is, he added, that "a mortgage is regarded in equity as a security for the money advanced, and a mortgagor can always redeem on payment of principal, interest, and costs, and no bargain which prevents that will be enforced or regarded." The collateral advantage for which the mortgagee has stipulated must not be unconscionable, but, subject to this, it is perfectly valid, provided that it does not impose any fetter upon the mortgagor's right to redeem on payment of his principal, interest, and costs.

In *Biggs* v. *Hoddinott* the covenant tying the hotel to the mortgagee was expressly limited to the continuance of the security. It presented no impediment to the mortgagors redeeming, and immediately on redemption it came to an end Hence, it being allowed that a collateral advantage which did not clog the equity of redemption was permissible, no objection could be taken to it. But this restriction of the covenant to the continuance of the security was set aside in the mortgage which came in question in *Noakes & Co.* v. *Rice* (reported in the courts below as *Rice* v. *Noakes & Co.*, 48 W. R. 629; 1900, 2 Ch. 445). In 1897, the plaintiff, a licensed victualler, purchased the lease of a public-house for £6,800. The term created by the lease would expire in 1923. To make up the purchase money the plaintiff borrowed £4,850 from the defendants, who were brewers, and this sum was secured by a first mortgage on the premises. The mortgage contained a proviso for redemption on payment of principal and interest, and also a covenant purporting to run with the premises, into whosesoever possession the same should come, that the mortgagor would not during the continuance of the term, whether any moneys should be owing on the security or not, use upon the premises any malt liquors except such as should be purchased from the mortgagees.

It is obvious that this covenant constituted a breach of the rule that a collateral advantage must not clog the equity of redemption. If the covenant remained operative during the whole of the residue of term, then the mortgagor, upon payment of principal, interest, and costs before the expiration of the term, would not get back the property which he mortgaged. He would have a reconveyance of the premises indeed, but they would, apparently, remain subject to the restriction imposed by the covenant, and, as a subject of property, they would return to him materially impaired. Hence the House of Lords had no hesitation in affirming the result arrived at by COZENS-HARDY, J., and the Court of Appeal, and in holding the covenant to cease upon redemption. "It is a well-established principle," said the Lord Chancellor, "that a mortgagor on redemption is entitled to have his original estate in the same condition as that in which it was when the mortgage was created"; and Lord MACNAGHTEN said: "Redemption is of the very nature and essence of a mortgage as mortgages are regarded in equity. It is inherent in the thing itself, and it is, I think, as firmly settled now as it ever was in former times that equity will not permit any device or contrivance designed or calculated to prevent or impede redemption. It follows as a necessary consequence that, when the money secured by a mortgage of land is paid off, the land itself and the owner of the land in the use and enjoyment of it must be as free and unfettered to all intents and purposes as if the land had never been made the subject of the security." Upon redemption, consequently, the covenant tying the public-house ceased to be operative.

The only difficulty that has been felt by any of the courts in dealing with the case arose out of the decision of the Court of Appeal in *Santley* v. *Wilde* (48 W. R. 90; 1899, 2 Ch. 474). In that case there was a mortgage in 1895 of a lease of a theatre to secure an advance, and, as a consideration for the advance the mortgagor agreed to pay to the mortgagee a specified share of the profit-rental of the theatre for the residue of the term, which expired in 1905. The Court of Appeal held that the mortgagor could not redeem so as to get rid of the liability to pay the share of rent, and the decision was based upon the ground that the mortgage was intended to be a security, not only for the money advanced, but also for the recurring payments on account of profit-rents during the currency of the lease. In other words, the right of redemption was not to arise until the mortgagee had not only been paid his principal and interest, but had also been fully satisfied in respect of the collateral advantage for which he had bargained. If, however, the property could thus be burdened with the collateral advantage after the mortgagor was ready to repay the advance, there was plausible ground for urging that in *Noakes & Co.* v. *Rice* also the covenant, which was a consideration for the mortgage, might still attach to the mortgaged property even after redemption. But the principle on which this latest case has been decided — that the mortgagor, on payment of principal, interest, and costs, is entitled to have his property restored to him as though it had never been made subject to the security—shews that *Santley* v. *Wilde* was wrongly decided, and both Lord MACNAGHTEN and Lord DAVEY intimate this opinion in their judgments. It is interesting to notice that *Santley* v. *Wilde* has been similarly treated recently by the Court of Appeal in Ireland in *Brown* v. *Ryan* (1901, 2 Ir. R. 653), where the doctrine that the mortgagee could secure for himself any advantage whatever after the property had once been redeemed by payment of principal, interest, and costs was emphatically repudiated.

It is settled, then, that any collateral advantage for which a mortgagee stipulates can only be enforced by him so far as it does not interfere with mortgagor's unrestricted right to redeem on payment of principal, interest, and costs. This result will be useful in dealing with the doubt which has hitherto existed as to the right of a mortgagee to charge a commission for the advance or to charge for personal services. It was held in *Potter* v. *Edwards* (26 L. J. Ch. 468) that on making the

advance a commission might be deducted from the sum advanced, and the security nevertheless taken for the full amount, and this was followed in *Mainland* v. *Upjohn* (37 W. R. 411, 41 Ch. D. 126). The reason assigned was that there was a supposed payment of the entire sum, and a repayment of part by way of commission. In *Biggs* v. *Hoddinott* (*supra*) CHITTY, L.J., characterized the fiction as untrue and unreasonable, and he would have treated the cash actually received by the mortgagor as the amount of the advance. But, however, it may be in a case where the mortgagee has the prudence to deduct his commission—and for the present *Potter* v. *Edwards* and *Mainland* v. *Upjohn* may be taken as settling the matter in favour of the mortgagee—it seems clear that, if it is not so deducted and is not paid during the continuance of the mortgage, he cannot add it to the principal when the mortgagor comes to redeem, and apparently he cannot recover it by action against the mortgagor after redemption. That he cannot add it to the principal was held by KAY, J., in *James* v. *Kerr* (37 W. R. 279, 40 Ch. D. 449), and it follows from the decision of the House of Lords in *Noakes & Co.* v. *Rice*. The mortgagor must get his property back on payment only of principal, interest, and costs No commission can be charged at the time of redemption. Nor can he recover it by action against the mortgagor after redemption. *Brown* v. *Ryan* (*supra*) is an authority against such recovery, and it has been approved in the House of Lords. In *Brown* v. *Ryan* the mortgagee, who was an auctioneer, stipulated that the property should be sold within a year, and that he should have the sale and be paid a commission of 5 per cent. on the purchase-money, or should receive the same amount if it was sold by anyone else. The property was sold within the year by another auctioneer, and after redemption and reconveyance, the mortgagee sued for the commission, but the Irish Court of Appeal dismissed his action. After redemption the mortgagor was free from all claims on the part of the mortgagee. The same principle applies to all payments for personal services for which a mortgagee bargains. If they are made during the continuance of the mortgage, they can doubtless be retained. But if they are not so made, they certainly cannot be added to the mortgage-money on redemption. In this respect *Noakes & Co.* v. *Rice* affirms *Broad* v. *Selfe* (11 W. R. 1036) and *Field* v. *Hopkins* (44 Ch. D. 524). And apparently the mortgagor is released also from any personal claim. A mortgagee may obtain a collateral advantage, but his enjoyment of it is restricted to the benefit it gives him while the loan is outstanding.

REVIEWS.

NEGOTIABLE SECURITIES.

THE LAW OF NEGOTIABLE SECURITIES. SIX LECTURES DELIVERED AT THE REQUEST OF THE COUNCIL OF LEGAL EDUCATION. By WILLIAM WILLIS, K.C., Judge of County Courts. SECOND EDITION. Stevens & Haynes.

The courses of lectures devised by the Council of Legal Education have had the merit of producing some very readable books, and not the least readable is the sketch of the law of negotiable securities by Judge Willis, of which the second edition now lies before us. The learned author has a happy knack of combining practical knowledge of commercial instruments with the legal learning bearing upon them, and we can confidently recommend all students of the subject to read this volume. If it pretended at all to the nature of a formal treatise, a more careful revision of the text would have been necessary. The important case of *Scholfield* v. *Earl of Londesborough* (43 W. R. 331, 45 W. R. 124), for instance, is still discussed as though it had never gone beyond the Court of Appeal, and the author is content with stating in the preface that it was affirmed in the House of Lords, though without giving any references. This way of doing things is a little slipshod, but the reader will easily pardon it in consideration of the general excellence of the work. There is more justification for the policy pursued by Judge Willis of abstaining from further discussion of the question of the extent to which *Crouch* v. *Crédit Foncier* (L. R. 8 Q. B. 374), forbidding the creation of new negotiable instruments, has been overruled by *Goodwin* v. *Robarts* (L. R. 10 Ex. 337). He calls attention in the preface to the judgment of Kennedy, J., in *Bechuanaland Exploration Co.* v. *London Trading Bank* (1898, 2 Q. B. 658), allowing negotiability to debentures to bearer, and to the opposing views expressed by Mr. Bosanquet and Mr. Palmer, and there leaves the matter. The question must remain debateable until there has been a decision of the Court of Appeal.

BOOKS RECEIVED.

The English Reports. Vol. XIII.: Privy Council II., containing Moore P. C., vols. 3 to 7. William Green & Sons, Edinburgh; Stevens & Sons (Limited). Price 30s. net.

Ruling Cases. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law; assisted by the Members of the Bar. With American Notes by LEONARD A. JONES, A.B., LL.B. (Harv.), Judge of the Court of Land Registration of Massachusetts. Vol. XXV.: Tenant at Sufferance, at Will, &c.—Will. Stevens & Sons (Limited). Price 25s. net.

Year Books of the Reign of King Edward the Third: Year XVII. Edited and Translated by LUKE OWEN PIKE, M.A., Barrister-at-Law. His Majesty's Stationery Office.

The Law relating to Traffic on Railways and Canals. By EDWARD BOYLE, K.C., and THOMAS WAGHORN, Barrister-at-Law. In Three Vols. William Clowes & Sons (Limited).

The Companies Act, 1900, with Commentaries and Forms. By PAUL FREDERICK SIMONSON, M.A. (Oxon.), Barrister-at-Law Second Edition. Effingham Wilson; Sweet & Maxwell.

Practical Suggestions on the Preparation of Deeds and other Documents for Registration at the Various Public Offices, with Forms, Tables of Fees, and an Index. Third Edition. Waterlow & Sons (Limited).

CORRESPONDENCE.

AN ANCIENT CONVEYANCE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In a recent number of the Proceedings of the Society of Biblical Archæology there is a translation of an Egyptian conveyance of about 200 years B.C. which is of much interest.

The receipt clause, the operative part, and the covenants for title are couched in more poetical terms than our cold conveyancers allow themselves. "Thou hast satisfied my heart with the money of my land. [Then follow the parcels, with the boundaries.] I have given it to thee, it is thine, it is henceforth thy land. . . . I have received its price at thy hand, full, without any remainder. My heart is satisfied with it. I have nothing on earth to do to thee in its name. Nor shall any man on earth be able, nor I likewise, to have power over it without thee from to-day onward. He that shall come to thee on account of it in my name or in the name of any man on earth, I will cause him to depart from thee; and I will purge it for thee in regard to any writing, any deed, any word of the world at all times. Thine are its writings, its deeds, in every place in which they are. Every writing that they have made with regard to it, together with every writing that they have made for me with regard to it, together with every writing that I have claim to in its name, thine are they, with their right; thou art he in whose name I have claim to it. The oath, the causing to stand . . . that they shall put upon thee in the place of justice, in the name of the right of the writing that is written above that I have made to thee to cause me to make it, I will do it without making any deed, any word of the earth with thee."

GRAY HILL.

10, Water-street, Liverpool, Dec. 14.

THE LAND REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have just had my first experience of taking up a registered title, and I have not the same confidence in advising a client to pay his money on such a transaction as I had under the old system of the transfer of land.

Formerly I received an abstract of the vendor's title, which exhibited charges on the property and indicated the restrictive covenants and conditions to which it was subject, and this I could examine at mine ease.

Now, the most I get is a copy of the Land Registry's brief certificate that some one is entitled to something, accompanied by an authority for me to go to the registry and find out there anything more which I want to know.

This privilege is attended with an oppressive feeling of insecurity in case I should happen to miss any entry, or fail, in the hurry of a public place, to comprehend the full effect of any entry which I did find, and accompanied by a knowledge of the responsibility I should incur in case of any such accident.

On arriving at the registry I am first referred to a weighty volume of formidable dimensions which gives some little information and

sends me off to other heavy volumes, and refers me to a map, on too small a scale to be of much service in the important matter of boundaries, which I have to obtain and make what I can of, and then the book refers me to another big volume supposed to refer to charges and mortgages on the land; to this I go in the hope of discovering to whom, and on what account, a charge of so much a year mentioned in Vol. I is payable, but I find that it is not alluded to there, and I have to resort to the old plan of requisitions to ascertain this.

Vol. I. also refers me to yet a third big book for particulars of any restrictions or covenants relating to the property, and I have therefore to go through that as well.

All these operations have to be conducted in a public place quite different from the calm and leisure of one's accustomed office, and one always feels that there is a possibility of something being hidden away somewhere which one may fail to discover, and of the gravity of the consequences.

I much prefer the old plan of a deliberate examination of an abstract of title at home to this public inquiry, and to have my facts in a few deeds rather than as entries in public books. W. R.

Bedford-row.

NEW ORDERS, &c.

THE LAND TRANSFER ACT, 1897.

At the court at St. James's, the 10th day of December, 1901. Present, the King's Most Excellent Majesty in Council.

Whereas it is expedient that the operation of the Order in Council dated the 18th day of July, 1898, and made pursuant to the Land Transfer Act, 1897, should be further postponed as regards the City of London: Now it is hereby ordered and declared that the said order is to be read and to take effect as if, instead of the words "first of May, 1901," the words "first of March, 1902," had been inserted in the Schedule thereto. A. W. FITZROY.

THE COMPANIES (WINDING-UP) ACT, 1890.

ORDER OF COURT.

Whereas, by an order dated the 6th of November, 1897, I did order that on and after the 2nd day of November, 1897, the jurisdiction of the High Court, under the Companies (Winding-up) Act, 1890, should, until further order, be exercised by Mr. Justice Wright, sitting and acting for the purpose of the exercise of such jurisdiction as an additional judge of the Chancery Division, and that the said judge should, on and after the day aforesaid, and until further order, be the judge of the High Court assigned for the purpose of the exercise of that jurisdiction, pursuant to the Companies (Winding-up) Act, 1890.

Now, therefore, I do hereby, by virtue of the powers vested in me by section 2 of the Companies (Winding-up) Act, 1890, section 5 of the Supreme Court of Judicature Act, 1884, and all other powers enabling me in that behalf, order that on and after the 10th of January, 1902, the jurisdiction of the High Court under the Companies' (Winding-up) Act, 1890, shall until further order be exercised by Mr. Justice Byrne and Mr. Justice Buckley, and that the said judges shall, until further order, be the judges of the High Court assigned for the purpose of the exercise of that jurisdiction, pursuant to the Companies (Winding-up) Act, 1890.

And I do further order that all matters and actions in the Chancery Division which are on the 10th of January, 1902, pending before Mr. Justice Wright be transferred and assigned to the said Mr. Justice Byrne and Mr. Justice Buckley. HALSBURY, C.

NEW SUPREME COURT RULES.

I.—General Rules pursuant to the Supreme Court of Judicature (Officers) Act, 1879.

1. There shall be amalgamated with the Central Office the following Offices, namely:—

The Chancery Taxing Office.
The Bankruptcy Taxing Office.
The Taxing Department of the Office of the Masters in Lunacy.
The Taxing Department of the Office of the Registrar in Companies Winding-up.

2. There shall be transferred to the Central Office—

(a.) The existing Chancery Taxing Masters and the existing Bankruptcy Taxing Master with their respective Clerks and messengers or the Clerks and messengers employed in their respective offices.

(b.) The existing Clerks in the Taxing Department of the Office of the Masters in Lunacy.

3. The two preceding Rules shall come into operation as regards the Chancery Division on the 11th January, 1902, and as regards the other offices mentioned at the dates hereafter prescribed by Rules to be made under the Acts applicable to those offices.

II.—Rules of the Supreme Court, January, 1902.

ORDER III. RULE 6.

1. Order III., Rule 6 (F) shall be read as if after the words "notice to quit," the words "or has become liable to forfeiture for non-payment of rent" were inserted.

ORDER V. RULE 6.

2. Order V., Rule 6, shall be read as if the word "except" were inserted therein in lieu of the word "including."

ORDER XIV. RULE 10.

3. A tenant shall have the same right to relief after a judgment under this Order for recovery of land on the ground of forfeiture for non-payment of rent as if the judgment had been given after trial.

ORDER LIV. RULE 9A.

4. Order LIV., Rule 9A, shall be read as if the words "of the same Division of the High Court" were omitted therefrom.

ORDER LXI. RULE 1.

5. Clause 4 of the Scheme to Order LXI., Rule 1, shall be read as if the words "in the Queen's Bench Division except such costs as have heretofore been taxed in the Queen's Remembrancer's Office or the Crown Office," were omitted therefrom.

ORDER LXV. RULE 2.

6. The following paragraph shall be added at the end of Order LXV., Rule 2,—

And an order giving a party costs except so far as they have been occasioned or incurred by or relate to some particular issue or part of his proceedings shall be read and construed as excluding only the amount by which the costs have been increased by such issue or proceedings.

ORDER LXV. RULE 18.

7. Order LXV., Rule 18, is hereby annulled and the following Rule is substituted therefor:

The Lord Chancellor may by order from time to time direct that the taxation of costs in any particular class of business to be specified in the order shall be referred to one or more Taxing Masters or Taxing Officers to be named or described in such order, but subject to any such direction the business of the Taxing Department of the Central Office of the Supreme Court shall be regulated and distributed by the Taxing Masters in such manner and order as the Taxing Masters may deem expedient. Provided that in any case where there shall have been any former taxation in the same cause or matter or in any summons under Order LV., Rules 3 to 4, relating to the same estate or trust, the taxation shall go to the Taxing Master before whom such former taxation took place.

ORDER LXV. RULE 23.

8. Order LXV., Rule 23, shall be read as if instead of the words "In Interlocutory applications" the words "In any case" were inserted.

ORDER LXV. RULE 27 (17).

9. Regulation 17 of Order LXV., Rule 27, is hereby annulled and the following Regulation is substituted therefor:

(a.) The costs of inspection of documents shall be in the discretion of the Taxing Master, but no allowance is to be made for any inspection unless it is shewn to the satisfaction of the Taxing Master that there were good and sufficient reasons for making such inspection.

(b.) The Taxing Officers of the Supreme Court or of any division thereof shall have power and authority to make one or more interim certificate or certificates allocatur or allocaturs in any taxation for any portion or portions of the taxed costs directed to be taxed without waiting until a certificate for the full amount can be made.

ORDER LXV. RULE 27 (29).

10. Regulation 29 of Order LXV., Rule 27, is hereby annulled and the following Regulation is substituted therefor:—

On every taxation the Taxing Master shall allow all such costs, charges and expenses, as shall appear to him to have been necessary or proper for the attainment of justice or for defending the rights of any party, but save as against the party who incurred the same no costs shall be allowed which appear to the Taxing Master to have been incurred or increased through over caution, negligence or mistake or by payment of special fees to Counsel or special charges or expenses to witnesses or other persons, or by other unusual expenses.

ORDER LXV. RULE 27 (37).

11. The following paragraph shall be added at the end of Order LXV., Rule 27, Regulation 37 :—

But the Taxing Masters shall have power to revise and regulate the practice in regard to taxation of costs, and the allowance of fees so as to assimilate the allowances for costs, and to secure uniformity upon all taxations so far as may be practicable and expedient.

ORDER LXV. RULE 27 (38A).

12. Order LXV., Rule 27, Regulation 38A, is hereby annulled, and the following Regulation is substituted therefor :

If upon any taxation it shall appear that the costs have been increased by unnecessary delay or by improper, vexatious, prolix or unnecessary proceedings, or by other misconduct or negligence, or that from any other cause the amount of the costs is excessive having regard to the nature of the business transacted or the interests involved or the money or value of property to which the costs relate or to the other circumstances of the case the Taxing Master shall allow only such an amount of costs as may be reasonable and proper and may assess the same at a gross sum, and shall (if necessary) apportion the amount among the parties if more than one.

The provisions as to the review of taxations shall apply to allowances and certificates under this Rule.

ORDER LXV. RULE 27 (39).

13. Regulation 39 of Order LXV., Rule 27, shall be read as if after the word "signed" the words "or such earlier time as may in any case be fixed by the Taxing Master" were inserted, and as if after the word "same" the following words were inserted, "The Taxing Master may if he shall think fit issue pending the consideration of such objections a certificate of taxation or allocatur for or on account of the remainder of the bill of costs and such further certificate or allocatur as may be necessary shall be issued by the Taxing Master after his decision upon such objections."

ORDER LXXI. RULE 1.

14. Order LXXI., Rule 1, shall be read as if the words from "Taxing Officer" to "respectively" inclusive were omitted therefrom, and the words "Taxing Master or Taxing Officer refers to and includes the Masters of the Supreme Court for the time being acting as Taxing Masters of the Taxing Department of the Central Office of the Supreme Court or other person whose duty it is to tax costs in any Division or Department of the Supreme Court" were inserted and as if after the words "Central Office of the Supreme Court of Judicature" the words "The Taxing Department of the Central Office shall be known as the Supreme Court Taxing Office" were added.

15. Clause No. 184 of Appendix N of the Rules of the Supreme Court, 1883, is hereby annulled,

16. These rules may be cited as the Rules of the Supreme Court, January, 1902, and each rule may be cited separateiy by the heading thereof with reference to the Rules of the Supreme Court, 1883. They shall come into operation on the 11th day of January, 1902.

(Signed) HALSBURY, C.
ALVERSTONE, C.J.
R. HENN COLLINS, M.R.
F. H. JEUNE, P.
R. VAUGHAN WILLIAMS, L.J.
H. H. COZENS-HARDY, L.J.
A. M. CHANNELL, J.
W. C. RENSHAW.
H. H. FOWLER, Pres. Law. Soc.

The 13th of December, 1901.

WELSH SUMMER AND WINTER CIRCUITS.

At the Court at St. James's, the 10th day of December, 1901. Present, The King's Most Excellent Majesty in council.

Whereas by an Order in Council, bearing date the 28th day of July, 1893, as subsequently amended, certain arrangements as regards the circuits of the Judges were approved :

And whereas it is expedient that the said Order be amended with respect to the Winter and Summer Assizes on the North and South Wales Circuits :

Now, therefore, His Majesty in Council is pleased to order, and it is hereby ordered as follows :

In the Order in Council relating to Circuits, dated the 28th day of July, 1893, the Schedule to this Order shall be substituted for so much of the scheme in the Schedule to the said Order of July, 1893, as relates to the Winter and Summer Assizes on the North and South Wales Circuits; and the said Order in Council shall take effect subject to the substitution made by this Order, and any copy thereof hereafter printed may be printed with the substitution made by this Order.

A. W. FITZROY.

SCHEDULE.

Circuits of the Judges Civil and Criminal Summer Circuit.

		—	North Wales, Chester, and Glamorgan.	South Wales and Chester.
May	26			
	27			
	28	... ...	Newtown.	
	29			
	30	... ...	Dolgelly...	Haverfordwest.
June	2	... ...	Carnarvon	Lampeter.
	3			
	4	... ...	... ...	Carmarthen.
	6	... ...	Beaumaris	
	7			
	9	... ...	Ruthin	Brecon.
	12	... ...	Mold	Presteign.
	14	... ...	(End)	(End)
	16			
	19			
	23			
	24			
	25			
	26			
	27			
	28			
	30			
July	1			
	3			
	4			
	7			
	8			
	9			
	10			
	14			
	16			
	17			
	18			
	19			
	21	... ...	... ...	Chester (2).
	22			
	23			
	24			
	26			
	28	... ...	... ...	Swansea (2).
August	11	... ...	... ...	... (End)

Circuits of the Judges Civil and Criminal Winter Circuit.

		—	North Wales, Chester, and Glamorgan.	South Wales and Chester.
January	11	... ...	Welshpool.	
	13			
	14	... ...	Dolgelly	Haverfordwest.
	15			
	16	... ...	Carnarvon.	
	17	... ...	... ...	Lampeter.
	18			
	20	... ...	... ...	Carmarthen.
	22	... ...	Beaumaris	
	23			
	24	... ...	Ruthin	Brecon.
	25			
	27			
	28	... ...	Mold	Presteign.
	30	... ...	(End)	(End)
	31			
February	3			
	4			
	6			
	8			
	10			
	11			
	12			
	14			
	15			
	17			
	18			
	19			
	20			
	21			
	22			
	24			
	25			
	27			
	28			
March	3			
	4			
	5			
	6			
	8	... ...	... ...	Chester (2).
	10			
	15	... ...	... ...	Cardiff (2).
	26	... ...	... ...	(End)

HIGH COURT OF JUSTICE.

CHRISTMAS VACATION, 1901.

Notice.

There will be no sitting in court during the Christmas Vacation.

During the Christmas Vacation, all applications "which may require to be immediately or promptly heard," are to be made until Tuesday, December 31st, inclusive, to the Lord Chief Justice of England, and after that date to the Honourable Mr. Justice Joyce.

The Lord Chief Justice will act as Vacation Judge from Monday, December 23rd, to Tuesday, December 31st, both days inclusive. His

lordship will sit in King's Bench Judges' Chambers on Monday, December 30th. On other days, within the above period, applications in urgent matters may be made to his lordship by post or rail.

Mr. Justice Joyce will act as Vacation Judge from Wednesday, January 1st, 1902, to Friday, January 10th, both days inclusive. His lordship will sit in King's Bench Judge's Chambers on Tuesday, the January 7th. On other days, within the above period, applications in urgent matters may be made to his lordship by post or rail.

In any case of great urgency the brief of counsel may be sent to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

The Chambers of Mr. Justice Byrne and Mr. Justice Buckley (E to K) will be open for vacation business only, from 11 to 2 on Tuesday, December 24; Friday, December 27; Tuesday, December 31, 1901; Wednesday, January 1; Thursday, January 2, and Friday, January 3, 1902.

CASES OF THE WEEK.

House of Lords.

NOAKES & CO. *v.* RICE. 17th Dec.

MORTGAGE—PUBLIC-HOUSE—"TIED HOUSE"—CLOGGING REDEMPTION—LEASEHOLD—ONCE A MORTGAGE ALWAYS A MORTGAGE.

In 1897 the respondent purchased the lease of the King's Arms, Camberwell, from the second mortgagees. In order to carry this out, the appellants, who were brewers and first mortgagees under a mortgage which contained provisions almost identical with those of the mortgage mentioned below, released their security, and advanced respondent part of the purchase-money, taking a first mortgage as security for the advance. By the mortgage deed, dated the 7th of October, 1897, the respondent demised the leasehold premises and fixtures and the goodwill to the appellants subject to the proviso of redemption, and the same indenture contained the following covenant: "And for the considerations aforesaid the mortgagor, so as to charge the premises hereinbefore expressed to be hereby demised into whosoever possession the same may come, whether by act of the party or by operation of law, or by any other ways or means howsoever, and to the further intent that the obligation of this covenant may run with the land, doth hereby covenant with the company that the mortgagor shall not nor will at any time during the continuance of the term aforesaid, and whether any principal moneys or interest shall or shall not be owing upon the security of these presents, use or sell or permit to be used or sold in, upon, or about the said demised premises any malt liquors, except such as shall be *bonâ fide* purchased by the mortgagor of the company; and, further, that if and whenever there shall be a breach of the said covenant he, the mortgagor, shall and will pay to the company the sum of £1,000 as and for ascertained liquidated damages for each such breach, and will sell all such malt liquors pure, unadulterated, and unmixed, and of the like strength, character, and quality in all respects as the same shall be supplied to him." On the 24th of March, 1898, the respondent gave notice to the appellants of his intention to pay off the moneys secured by the said indenture of the 7th of October, 1897. The appellants, however, though willing on payment to reconvey or transfer the property, refused to release or assign the covenant, so the present action was brought by the respondent for a declaration that he was entitled, not only to a reconveyance or transfer of the property, but also to a release or reassignment of the covenant. Cozens-Hardy, J., held that the "tie," though valid during the continuance of the security, could not be maintained after payment of all moneys due on the security, and granted the declaration asked for (48 W. R. 110; 1900, 1 Ch. 213). The Court of Appeal (48 W. R. 629; 1900, 2 Ch. 445, Lord Alverstone, M.R., and Rigby and Collins, L.JJ.) affirmed this order. The present appellant again appealed.

THE HOUSE affirmed the decision of the Court of Appeal.

The Earl of HALSBURY, L.C., after referring to the authorities, said the difference of judicial opinion was owing to the particular circumstances of the cases dealt with, and to applying the rule as to mortgages to different states of facts, rather than to any doubt as to the rule. Once a mortgage always a mortgage was the maxim. Anything which was comprised in a mortgage security must, when the debt was paid or the obligation discharged, be returned to the mortgagor. In this case it was impossible to contend that the rule did not apply, and that the party who had pledged his estate for a debt was not entitled to have that estate returned back to him again on payment of the debt unfettered and unclogged by any restriction. He was unable to come to any other conclusion than that the equity of redemption here was fettered and clogged by a condition which the policy of the law did not allow.

Lord MACNAGHTEN, in the course of his judgment, said: I am of opinion that the judgment of Cozens-Hardy, J., affirmed by the Court of Appeal, is perfectly right. Redemption is of the very nature and essence of a mortgage as mortgages are regarded in equity. It is inherent in the thing itself, and it is, I think, as firmly settled now as it ever was in former times that equity will not permit any device or contrivance designed or calculated to prevent or impede redemption. It follows as a necessary consequence that, when the money secured by a mortgage of land is paid off, the land itself and the owner of the land in the use and enjoyment of it must be as free and unfettered, to all intents and purposes, as if the land had never been made the subject of the security. In the present case it is hardly necessary to appeal to this principle, because the mortgage deed under consideration expressly and in terms provides that, on repayment of the money advanced, the mortgagees are to reconvey the mortgaged premises to the mortgagor or as he shall direct. That, of course, means that the land is to be reconveyed, freed, and discharged from all burden and liability in respect of or arising out of the contract under which the advance was made. Nothing can be plainer than this—that it was the object and intention of all parties that the property should be set free from the old "tie" attached to it, or attempted to be attached in the hands of its former owner, and that it should be mortgaged to the appellants as a free public-house. In the next place, if the tie is invalid after redemption now, the tie could not have subsisted after the old mortgage was paid off. Since the argument, my attention has been drawn to the case of *Browne* v. *Ryan*, recently decided by the Court of Appeal in Ireland (1901, 2 Ir. Rep. 653). There a farmer mortgaged his holding to secure £200 interest, and as part of the mortgage transaction it was stipulated that the mortgagor should sell his holding within twelve months, employ the mortgagee as the auctioneer at a certain commission, and pay him the like commission if the conduct of the sale was given to anyone else. The Court of Appeal held, and in my judgment rightly held, that the stipulation had no effect after redemption. The judgment of the learned judges of the Court of Appeal seem to me, if I may venture to say so, to contain a very clear exposition of the law. They had occasion to consider the judgment of the English Court of Appeal in *Santley* v. *Wilde* (48 W. R. 90; 1899, 2 Ch. 474), and they expressed their disapproval of the conclusions at which the English Court of Appeal arrived. My lords, speaking for myself, with all deference to my noble and learned friend opposite (Lord Lindley), I cannot help sharing that view. I do not in the least dissent from the propositions laid down by my noble and learned friend, taking them separately. But the transaction in that case seems to me to have been nothing more than an ordinary mortgage to secure an advance of money with a superadded obligation offending against settled principles of equity in that it rendered redemption impossible. It seems to me to be contrary to principle that a mortgagee should stipulate with his mortgagor that, after full payment of principal, interest, and costs, he should continue to receive for a definite or indefinite period a share of the rents and profits of the mortgaged property as the result of an obligation arising from the contract made when the mortgage was created. Nor can I agree with the President of the Probate Division, who seems to have thought that *Santley* v. *Wilde* was covered by the decision in *Biggs* v. *Hoddinott* (47 W. R. 84; 1898, 2 Ch 307), a decision to which, as it seems to me, no objection can be taken.

Lords SHAND, DAVEY, BRAMPTON, ROBERTSON, and LINDLEY concurring, the appeal was dismissed with costs.—COUNSEL, *Haldane*, K.C., *Eve*, K.C., and *Stanley Fisher*; *Astbury*, K.C., and *Beaumont*. SOLICITORS, *Fishers*; *Sandilands & Co.*

[Reported by C. H. GRAFTON, Barrister-at-Law.]

High Court—Chancery Division.

Re **LATHAM'S TRUSTS. SEYMOUR *v.* BOLTON.** Byrne, J. 16th Dec.

WILL—CONSTRUCTION—ANNUITY TO DAUGHTER FOR LIFE AND AFTER HER DEATH TO SUCH OF HER CHILDREN AS SHALL ATTAIN TWENTY-ONE YEARS—LEGACY.

This was a summons to determine a point of construction in the will of R. W. Latham. By his will the testator charged the residue of his personal, and his residuary real and leasehold estates, with the payment to his daughters Rachel Matthews and Lizzie Jeal of an annuity of £364 each during their respective lives, and provided that from and after the decease of either of his said daughters the amount to which his daughter so dying was entitled should during the joint lives of the survivor of his said daughters and of his son, and the lifetime of the survivor of them, be received and enjoyed by the child if only one, and by all the children equally if more than one, of his said daughter so dying, who either before or after the death of their parent should attain the age of twenty-one years. A deceased daughter had left four children, two of whom only had attained the age of twenty-one years. The question was whether the annuity was divisible among all the children, or whether the two children who had attained twenty-one were entitled to the whole until the next child attained twenty-one.

BYRNE, J., held that the two children who had attained twenty-one years were now entitled to receive a moiety of the annuity, the principle being the same as if the testator had directed a legacy of a similar amount to be raised per annum.—COUNSEL, *Jason Smith*; *Whinney*; *O. Thompson*. SOLICITORS, *C. T. Whinney*, for *Davies, Symons, & Walker*, Coventry.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Re **THE ESTATE OF JACKSON (DECEASED).** Buckley, J. 12th Dec.

SETTLED LAND ACTS, 1882-1890—TRUST FOR SALE AFTER DEATH OF TRUSTEE—TRUSTEES FOR PURPOSES OF SETTLED LAND ACTS—SETTLED LAND ACT, 1890 (53 & 54 VICT. C. 69), S. 16 (ii.).

Originating summons. This was a summons for the purpose of determining whether the applicant, Mrs. Jackson, with her co-trustee, W. H.

Adams, were trustees of the will and codicils of the above-named testator for the purposes of the Settled Land Acts, 1882 to 1890. By his will in 1886, and codicils in 1890 and 1891, the testator W. Jackson devised his freehold estate called Town Thoms, near Rugby, in Warwickshire, to his wife, the plaintiff, C. H. Jackson, and another person (who renounced and disclaimed) upon certain trusts which constituted his wife tenant for life, and after her decease upon the same trusts (in the events which happened) as those thereinafter declared concerning the testator's residuary estate, which were trusts for sale and conversion. The testator died in 1895, and in 1898 Mrs. Jackson appointed the defendant Adams to be a co-trustee with her of the said will and codicils, and conveyed and assigned the estates to herself and him. Subsequently Mrs. Jackson contracted to sell part of the Town Thoms Estate to the London and North-Western Railway Co., and the question then arose whether Mrs. Jackson and Adams were together trustees of the property for the purposes of the Settled Land Acts. Mrs. Jackson took out this summons against the railway company and Adams for the determination of the question.

Buckley, J.—The question is one of importance. Mrs. Jackson and Adams are trustees under the will with a trust for sale which is to not to take effect until the death of Mrs. Jackson. They are therefore trustees with a future trust for sale. It has been argued that they are not trustees for the purposes of the Settled Land Acts under section 16, sub-section (ii.) of the Act of 1890, because the trust for sale only takes effect after Mrs. Jackson is dead. On the other side it is said that they are such trustees because they are "persons who are for the time being trustees" of the settlement. I think this latter view is the correct one. Mrs. Jackson and Adams are "for the time being trustees" of the settlement in the words of sub-section (ii.). Then what is meant by the words "under a future trust for sale." These words must be read as meaning either "subject to" or "bound by" or "trustees of a settlement which contains" a future trust for sale. They do not mean "who will or can exercise a future trust for sale." You introduce all sorts of difficulties if you consider anything more than that there must be trustees with a future trust for sale. It is said that the object of the Act is to check and control the tenant for life, and it is pointed out that Mr. Adams may die and Mrs. Jackson be left the sole trustee to check herself. But by section 45 of the Act of 1882, there must be two trustees at the date of the notice of sale. And it would be competent to the remaindermen to apply to the court for a new trustee to be appointed with her to control her as tenant for life. The language of section 16 is simple, and not to be controlled by considerations of that kind. The decisions upon the matter are singular, and are apparently all decided in chambers. In *Re Cox and Seadon's Contract* (91 Law Times Journal, p. 241), Chitty, J., decided according to my present view. In 1892 it is said that he arrived at the contrary conclusion in a case of *Re Nieuwenhuys*: see articles in 37 Solicitors' Journal, p. 109, and 43 Solicitors' Journal, p. 326. But this is not clear. In *Re Earp* in 1899 mentioned in Wolstenholme's Conv. and S. L. Acts (8th ed.), p. 423, Stirling, J., took the view I am taking. I hold, therefore, that it is immaterial that one of the persons who are for the time being trustees of the settlement will not or cannot in fact exercise the trust for sale, and that Mrs. Jackson and Mr. Adams are trustees of the settlement for the purposes of the Settled Land Acts, 1882 to 1890.—Counsel, *W. E. Vernon; A. Underhill.* Solicitors, *Ashurst, Morris, Crisp, & Co.; C. H. Mason.*

[Reported by Neville Tebbutt, Barrister-at-Law.]

Re DIXON. **PENFOLD** *v.* **DIXON.** Buckley, J. 21st and 22nd Nov. 7th Dec.

Estate Duty—Incidence—Settled Fund—Cesser of Life Interest—Appointment by Will of Reversionary Interest—Direction to Pay Testamentary Expenses Out of Residue—Finance Act, 1894 (57 & 58 Vict. c. 30).

By a settlement of the 30th of September, 1890, a fund was settled in trust for J. S. Dixon for life and after his death for his wife for life and after the death of the survivor (in the events which happened) for such persons as J. S. Dixon should by will appoint. By a codicil, dated the 6th of November, 1898, to his will, J. S. Dixon appointed that the fund should, after his wife's death, be held in trust for such persons as his wife should by will appoint, and, in default of appointment, that it should become part of his residuary estate. The will contained a direction for payment of his testamentary expenses out of his general estate. The wife survived the testator, and the question to be determined by this summons was whether the estate duty of £924 payable in respect of the settled fund ought to be borne by the settled fund or by the residuary estate of the testator. The facts on which the decision was based are set out in the judgment. The case was argued on the assumption that the duty, or some part of it, was payable in respect of the testator's interest in the reversionary interest expectant on his wife's death.

Buckley, J., after stating the facts, held that the estate duty must be borne by the settled fund, and continued: Under the Finance Act, 1894, s. 1, estate duty is payable on the principal value of all property which passes on a death. Apart from any definitions contained in the Act, it is obvious that this necessarily includes as well property in which the deceased had an absolute interest, or an interest not determining with his own life—which necessarily must pass to someone else when he by reason of death can no longer enjoy it—as also property in which the deceased had no interest at all, but which stood limited in such manner as that upon his death it passed from one person to another. With the latter class of property his estate has no concern; but it bears duty none the less. The definitions contained in the Act expressed this obvious view so as to include within "property passing on the death" not only property of the two classes above mentioned, but also property of which the deceased was at the time of his death competent to dispose. To make that which follows the more intelligible, I will assume a concrete case and suppose a sum of £10 000 Consols to be held by trustees upon trust for A. for life, and after his death for B. for life, and after his death for C. absolutely. First, upon A.'s death his interest will determine, and there will be nothing passing so far as his estate is concerned. But within section 2 (1) (*b*) of the Act the £10 000 Consols will be property passing, and by virtue of section 7 (7) the value of the property so passing is the £10 000 Consols. Upon this sum of £10 000 Consols there will be payable estate duty at a rate to be determined under the scale in section 17. This £10,000 Consols does not pass to A.'s executor; his executor has nothing to do with it; all interest of A. in the fund ceased on his death. The persons accountable are, under section 8 (4), either B., as the person to whom the property passes for a beneficial interest in possession, or the trustees in whom the fund is vested. A.'s executor may, if so minded, and if requested by the person so accountable as aforesaid, pay the duty under the latter part of section 6 (2). Whether the persons accountable as above pay the duty or the executor pays the duty, they or he are, under section 9 (5) and (6), entitled to a charge upon the £10,000 Consols for the amount of the duty. The effect of this, of course, is that the *corpus* of the settled fund bears the duty and each person interested in succession bears it according to his estate or interest. Secondly, suppose that C. dies; in this case that which passes is a reversionary interest in £10,000 Consols expectant upon the deaths of A. and B. This is property of C., and his executor under the earlier words of section 6 (2) is the person liable to pay the estate duty on delivering the Inland Revenue affidavit. The value, for the purpose of the duty, is what the reversionary interest would fetch if sold in open market: section 7 (5). But, thirdly, suppose that A. and C. are the same person, so that the trusts are for A. for life, and after his death for B. for life, and after B.'s death for A. absolutely, and suppose that A. dies. Upon his death the £10,000 Consols is property passing under section 2 (1) (*b*), as in the instance first above given, and the reversionary interest of A. expectant upon B.'s death is property, part of A.'s estate, passing upon his death within the instance secondly above given. This reversionary interest is within the definition in section 22 (1) (*j*) an "interest in expectancy," and under section 7 (6) estate duty in respect of that interest may be paid at the option of the person accountable for the duty, either with the duty in respect of the rest of the estate, or when the interest falls into possession. The case with which I have here to deal is one falling within the instance last above given, except that A.'s interest in the reversion is by way of general power to appoint the reversion and not by way of property in the reversion itself. The Inland Revenue affidavit contains in account No. 1 two items, of which one is "personal property over which the deceased had and exercised an absolute power of appointment," and the other is "the deceased's interest expectant upon the death of A. B under the will of —— &c.," in property. The interest here in question is a power to appoint a reversion, so that the interest would fall under a combination of these two heads. To the latter of them is appended at p. 4 a marginal note as follows: "(M.) But where the deceased was entitled to the interest expectant upon his own death or upon the death of another person who survives him, and estate duty is payable upon the *corpus* of the property on the deceased's death, the interest in expectancy is not also chargeable with estate duty on the deceased's death as part of his free estate, although, as it is in fact part of his free estate, its value must be looked at for the purpose of the Probate Court. The interest in expectancy should be brought into this affidavit and be taken out again in the summary on p. 7." The summary at p. 7 contains the following: "VIII. Deduct value of interests in expectancy in property on the *corpus* whereof estate duty is payable on the deceased's death under the earlier disposition, provided that the property is itself part of the aggregated one estate but not otherwise." The duty, therefore, of £924 which is here in dispute is not the duty, and does not include the duty, or any part of the duty, in respect of the deceased's interest in the reversionary interest expectant upon his wife's death, but is the duty upon the settled fund. This duty is, in my opinion, for the reasons stated in the first instance above given, a duty for which the widow as tenant for life in possession or the trustees of the settlement, and not the executor, is the person accountable, and is a duty for which the person who pays it, whether it be the party accountable or the executor at the request of the party accountable, will be entitled to a charge upon the fund. It follows that in my opinion this duty is to be borne by the settled fund, and not by the residue. His lordship then said that it was immaterial that the testator had only a general power of appointment of a reversionary interest, and that in the view which he took of the case, the question did not arise as to the meaning of the words "executor as such" in section 9 (1), and he held that, inasmuch as the executor was not accountable for this duty, it was not a testamentary expense, and was not cast upon residue by the provision in the testator's will directing payment of his testamentary expenses out of his general estate.—Counsel, *Astbury*, K.C., and *Buckmaster; H. Terrell*, K.C., and *Horace White.* Solicitors, *Merriman, White, & Thomson.*

[Reported by H. L. Orriston, Barrister-at-Law.]

MONACO HOTEL AND RESTAURANT SYNDICATE (LIM.) AND BENOIST *v.* **MAPLE.** Joyce, J. 7th Dec.

Mortgage—Charges According to Foreign Law—Injunction to Restrain Legal Proceedings Abroad.

Motion for an injunction to restrain the defendant until the trial of the action or further order from taking any proceedings in the Courts of the Principality of Monaco or elsewhere to sell, foreclose, realize, or appoint a receiver under or by virtue of certain mortgages made by the plaintiffs to

him or from otherwise enforcing these securities. The action was brought for the purpose of enforcing an agreement alleged to have been made between the plaintiffs and the defendant for the amalgamation of the undertaking and property of the plaintiff syndicate with the Hotel Bristol at Beaulieu, which was controlled by the defendant. The contract was alleged also to provide for the formation of a new company, which was to acquire the undertakings both of the plaintiff and of the Hotel Bristol, and the finding by the defendant of sufficient money to build a new hotel on the property of the syndicate, and generally for the purposes of the syndicate until the amalgamation and transfer had been carried out. It appeared that during the negotiations for this contract the defendant made certain advances to the plaintiffs which were secured by two mortgages in English form for £41,000 and £8,500 respectively, as well as certain charges made according to the laws of the Principality of Monaco, upon the land of the syndicate in the Principality and the hotel erected thereon, which had been recently built and furnished at great cost. It was alleged that the plaintiff was likely, under the laws of the Principality, soon to be in a position to seize the property comprised in the mortgage, and to sell it by public auction within a few days after the seizure. When the motion came on, counsel for the defendant asked for an adjournment for a week, on the ground that the plaintiffs' affidavits had not been delivered in time to be considered and answered. The plaintiffs, therefore, moved for an injunction over next motion day, on the ground that irreparable injury would be caused to the plaintiffs if matters were not kept *in statu quo* during that time.

Joyce, J.—I do not see my way to interfere in this case upon what is practically an *ex parte* application. It appears that Sir John Blundell Maple made certain advances, and that mortgages were given to him in English form, which contained a personal covenant for payment, and a covenant to secure the mortgage money by the execution of charges according to the law of the Principality of Monaco. This covenant was necessary because the mortgaged property was situated there. It seems that these charges were executed, and there is no application to rectify or set them aside. It is admitted that £8,000 of the advances have really become due. I think it is very doubtful whether there was any such contract as is alleged, and if there is, it does not seem that there has been any breach of it. At any rate, I do not think such a *primâ facie* case is made out as would justify me in making an order upon this application.—Counsel, *Younger, K.C.*, and *Martelli; Hughes, K.C.*, and *Dighton Pollock*. Solicitors, *Hutchison & Cuff; Lumley & Lumley*.

[Reported by J. F. Iselin, Barrister-at-Law.]

CHARRINGTON & CO. (LIM.) v. CAMP. Joyce, J. 6th Dec.

Landlord and Tenant—Agreement for Lease—Public-house—Licences in Peril—Receiver.

Motion for the appointment of a receiver of a public-house called the Princess Royal, Johnson-street, St. George's-in-the-East, and of the licences belonging thereto, and for an order to the defendant to deliver up the licences to the receiver. The public-house was held by the defendant as the tenant of the plaintiffs under an agreement made in 1893, by which he agreed to take the premises for one year certain. The agreement bound the tenant not to do, or cause, or suffer to be done any act, deed, or thing whereby the licences of the public-house, or any of them, might be jeopardized, indorsed, withheld, suspended, forfeited, or lost, and to reside on the premises, and not to shut them up, or cause or suffer them to be shut up, or the trading therein to be suspended; and he also promised that he would, upon quitting the premises, assign over all licences to the landlords or to such persons as they might appoint, and would give all such notices and take all such steps as might be necessary for the purpose of procuring the transfer of the same. The tenancy was terminable by the landlords at any time upon giving the tenant three months' notice in writing; upon any breach of the agreement by the tenant, or if the licences should be jeopardized, the tenancy was to cease and the landlords were to have power at once, without notice or legal proceedings, to re-enter upon the premises and renew possession thereof. The defendant remained tenant upon the terms of the agreement until November, 1901, when he closed the house and went away, after writing a letter to the landlords (dated the 20th of November) to the effect that he had received from the Inland Revenue a notice relating to the licences, and that as he was unable to pay he was closing the house. The present action was commenced on the 25th of November, and claimed possession of the premises; and on the next day an *interim* order was made on an *ex parte* application by the plaintiffs, by which a receiver of the licences was appointed and other relief was given. The present action asked for the continuance of the receiver until the trial. On behalf of the defendant it was objected that no notice had been served on him specifying the breach of the agreement of which complaint was made, and for which forfeiture was proposed to be enforced, as required by the Conveyancing Act, 1881, s. 14, and the Conveyancing Act, 1892, s. 5. Moreover, it was argued, that as the licences were part of the defendant's business, no receiver of them could be appointed by the court. Reference was made to an unreported case of *Grosvenor* v. *Saunders*. The plaintiffs contended that the Acts referred to did not relate to tenancies for a year, but only to leases, and that it was just as necessary that a receiver should be appointed as between landlord and tenant as in any other case. In support of this argument reference was made to section 18 of the Conveyancing Act, 1881, and also to *Gwatkin* v. *Bird* (52 L. J. Q. B. 263), *Berry* v. *Keen* (51 L. J. Ch. 912), *Ind. Coope, & Co. (Limited)* v. *Mee* (1895. W. N. 8), *Foxwell* v. *Van Grutten* (1897, 1 Ch. 64), and *John* v. *John* (1898, 2 Ch. 573).

Joyce, J., after stating the facts, proceeded: It is clear that the licences are in great jeopardy. I am not prepared to say that the plaintiffs will certainly succeed in their action, but there is a strong probability of their doing so. That being so, and the licences being at stake, and the defendant having shut up the house and gone out, what is to be done? The court has jurisdiction to make an order for the protection of property pending a dispute, and to appoint a receiver where it is just and convenient. The really valuable things in dispute here are the licences; and the licences being all-important to the property, and it being all-important to the plaintiffs that those licences should be preserved if they are going to recover at the end of the term, or at the trial, and the defendant having no object in preserving these licences, and having committed a flagrant breach of the terms on which he held the property, I intend to make such an order as will preserve the licences pending the dispute. The order which has been made is right in directing that the licences should be handed over to the receiver, though there has been some mistake as to its form. The difficulty is as to the possession of the premises; but, it being necessary for the preservation of the licences that the receiver should have such possession, I am prepared to make an order to that effect, but only for the purpose of preserving the property pending the trial.—Counsel, *Sebastian; Boome*. Solicitors, *Loxley, Elam, & Gardner; Clifford Turner & Co.*

[Reported by J. F. Iselin, Barrister-at-Law.]

High Court—King's Bench Division.

REX *v.* LINES. C. C. R. 14th Dec.

Criminal Law—Game—Taking or Destroying Game by Night—Previous Procredings—Identical Offence—Night Poachers Act, 1828 (9 Geo. 4, c. 69), ss. 1 and 9.

Case stated by the deputy-chairman of the Bedfordshire Quarter Sessions: "At the General Quarter Sessions at Bedford, on the 30th of October, 1901, John Lines was tried on the following count of an indictment: That he, John Lines, on the 27th of January, 1879, at Hertford, was convicted for that he, with three other persons, in the night of the 11th of November, 1878, together being then by night respectively armed with bludgeons, did then together by night, armed as aforesaid, unlawfully enter certain lands for the purpose therein of taking and destroying game contrary to the statute in that behalf, and was sentenced to a term of penal servitude for five years. And further, that after he had been so convicted, on the 17th of November, 1886, he at Great Berkhampstead, in the county of Hertford, was duly convicted before two justices, for that he, in the night of the 16th of November, 1886, did then by night then and there unlawfully enter certain land with a gun, for the purpose then and there of taking and destroying game contrary to the statute in that behalf, and the same being his second offence in that behalf he was for such last-mentioned offence committed to prison for a term of six calendar months with hard labour, and further that the said John Lines after he had been so twice convicted as aforesaid, on the 19th of December, 1899, by night, to wit about the hour of 5.30 in the night of the same day, did unlawfully enter certain land, situate at Whipsnade, and was then by night unlawfully in the said land with a certain gun, for the purpose by night as aforesaid of therein taking and destroying game. It was objected by counsel for the defendant that the said count was bad, inasmuch as it disclosed no identical offence; that the offence for which the defendant stood indicted being an offence against section 1 of 9 Geo. 4, c. 69, an indictment for such offence would only lie in the case of a person who 'so offended' a third time; that the first of the previous convictions named in the count shewed on the face of it that it was an offence against section 9 of the said statute and not against section 1; that the punishment for a third offence under section 1 of the statute was of a cumulative nature, and that liability to indictment under section 1 was dependent on the fact of the defendant having been dealt with for his previous offences summarily in the manner provided by section 1; whereas, for an offence under section 9, a defendant expiates his offence by the punishment awarded, and owes nothing further to the law. The magistrate held that, under the authority of the decision of the Court for Crown Cases Reserved in *Rex* v. *William Ball* (1 Moody's Crown Cases, p. 330), the offence for which the defendant was convicted under section 9 was an offence under section 1, 'though, from the circumstances of aggravation which accompanied it, it was punishable under section 9,' and that the power to indict under section 1 was dependent upon the offence being a third offence, and that, if the first and second offences were, in fact, offences against section 1, it did not matter under what section the defendant had been convicted or before what tribunal he had been tried. He also held that the point raised by counsel for the defence as to the punishment which the defendant had suffered in respect of his first offence did not affect the validity of the indictment, but might properly be urged on the question of the punishment to be awarded him for his present offence. The jury found the defendant guilty on the count above referred to. The previous convictions were duly proved. The magistrate respited judgment until the decision of the Court for Crown Cases Reserved was known. The question for the court was whether the first of the previous convictions stated in the count referred to could be treated as a first conviction for the purpose of the indictment."

The Court (Lord Alverstone, C J., and Lawrance, Wright, Bruce, and Darling, JJ.) quashed the conviction, being of opinion that there was no evidence of two previous convictions under section 1 of the statute 9 Geo. 4, c. 69. The words "shall so offend for a third time" in section 1 refer to proceedings taken under that section for unlawfully by night taking or destroying any game or rabbits in any land. The offence under section 9 is that of any persons, to the number of three or more together, being armed, entering by night any land for the purpose

of taking game. The case of *Rex* v. *Ball* does not shew that an offence under section 9 can be treated as a previous offence for the purpose of charging the prisoner with offending a third time under section 1. Conviction quashed.—Counsel, *Lord Coleridge*, K.C., and *Stimson*. Solicitors, *Austin & Austin*, for *W. Austin*, Luton.

[Reported by E. G. Stillwell, Barrister-at-Law.]

HURDMAN *v.* **WHEELER.** Div. Court. 15th Nov.; 16th Dec.

Bill of Exchange—Promissory Note—Fraud of Third Party—Holder in Due Course—Bills of Exchange Act, 1882 (45 & 46 Vict. c. 61), ss. 20, 29.

Appeal from the decision of the judge of the Newcastle County Court given for the defendant in the action by the payee against the maker of a promissory note for £30, and the principal point involved was the construction of the 20th section of the Bills of Exchange Act. The conduct of the parties was admittedly straightforward and honest, and the evidence of each was accepted as true. The difficulty arose from the fraud of one Anderson, who was now dead. The facts, taken from the considered judgment of the court, were stated as follows: "Mr. Wheeler, the defendant, was a curate at Sunderland, and being about to remove to Norfolk, he required a temporary loan of £15 to pay the expenses of removing. He applied to Anderson to lend him the money, and Anderson promised to do so. The defendant, however, seems to have understood that Anderson proposed to get the money from someone else, and the name of the plaintiff Hurdman was mentioned as a person who would lend it, but the defendant objected to borrowing the money himself direct from the plaintiff. The defendant gave to Anderson a promissory note payable to Anderson for £15, and expected to get the money from Anderson the next day. We think he must have expected that Anderson would have borrowed the money, and probably from the plaintiff. If he knew anything of business he must have understood that his promissory note would be endorsed by Anderson to the lender of the money. On the next day Anderson saw him, and did not give him the money, but informed him that the promissory note was in some way wrongly made out, and gave it back to him and it was burnt. In lieu of it the defendant gave to Anderson his signatute on paper stamped with a 9d. stamp, which would be sufficient for a note for £75. This was done in a restaurant when the defendant was in a hurry, and he trusted Anderson to fill it up, but only authorized him to do so as a promissory note payable to himself and for £15 only. Anderson promised to send the £15. He did subsequently send a cheque of his own for £15, which, however, was dishonoured. Anderson, having got the defendant's signature and the note in blank, communicated by telephone with the plaintiff and asked him if he was willing to lend the defendant £25 upon his promissory note for £30 at a month. He represented that the defendant was in urgent need of the money, and was willing to pay the £5 for the accommodation, but he further stipulated that if the money was repaid in a week £2 only should be charged instead of £5. The plaintiff agreed to the proposal, and it was arranged that Anderson should bring or send the note and receive the money. The plaintiff, having to go out, wrote a cheque for the £25 payable to the order of the defendant and left it with his wife to be exchanged for the promissory note. Anderson then sent the promissory note by a clerk, and received the cheque from the plaintiff's wife. The note, when received by the plaintiff's wife, was filled up as a promissory note for £30, with the plaintiff's name inserted as payee. It was on the face of it complete and regular in all respects, and the plaintiff had no notice that it had been signed in blank, or that Anderson had in any way acted without authority. The plaintiff's cheque for £25 was presented at the bank on which it was drawn, with an indorsement purporting to be the defendant's, but which was not his, and the indorsement appears to have been forged by Anderson. The defendant appears to have got cash from someone for Anderson's cheque for £15, but when it was dishonoured he had to take it up. In the result, therefore, he got no part of the proceeds of the promissory note. When the week elapsed the plaintiff wrote to the defendant on the matter, and then some correspondence took place, in which the plaintiff and defendant each stated the facts as far as they knew them. The defendant, upon receiving the the plaintiff's letter, had some communication with Anderson, who promised to settle the matter, and gave him a receipt purporting to be a discharge of his liability, but Anderson did not settle with the plaintiff, and died within a few days and before the note became due. The judge on these facts gave judgment for the defendant. The liability of the defendant appear to depend upon whether the case comes within the proviso at the end of the 20th section of the Bills of Exchange Act—that is, whether in this case the note was within the meaning of the words as used in that section: 'After completion negotiated to a holder in due course.'"

The Court (Lord Alverstone, C.J., and Darling and Channell, JJ.) dismissed the appeal.

Channell, J., who read the judgment of the court, said: In this case on behalf of the defendant it was not denied that the plaintiff was a holder in due course, but it was said that the note was not negotiated to him, and that, if it was, it was not negotiated after completion, and *Lewis* v. *Clay* (67 L. T. Q. B. 224) was cited, and further that it was never negotiated to the plaintiff as he was the payee and an original party to the contract contained in the note and did not become a party by transfer. The decision really depends on the various sections of the Bills of Exchange Act, 1882, and it was clear that even if the payee of a note might be a holder in due course, the question whether he was so or not depended upon the actual state of facts as between him and the maker of the note, and the contract between the payee and the maker of the note though it had some incidents written into it by the law of merchants, yet was governed more by the ordinary law of contract than by the law merchant, and in particular the element of negotiability in no way entered into the contract between the maker and the payee. In this case the delivery of the note to the plaintiff must, in order to enable him to recover, be under the authority of the defendant. It certainly was not so delivered by the defendant's actual authority and could only be said to have been so delivered under his authority by reason of the ostensible authority which Anderson had been clothed by the signature in blank. Mere possession of a promissory note complete and regular on the face of it and payable to a named payee, would not be conclusive evidence that the maker had given authority to the person in whose possession it was to deliver it to the maker, Anderson, if agent for the defendant at all, was only agent to fill up the paper, and if the question were to be determined altogether apart from the law merchant and the Bills of Exchange Act, the court thought there was here no binding contract at common law, whereby the defendant promised the plaintiff that if the plaintiff would give £25 to Anderson for the defendant the defendant would pay £30 to the plaintiff in a month. Reluctantly the court held that judgment in favour of the defendant was right, but added it would not be an unfair straining of the word to hold that "negotiated," in the proviso at the end of section 20 of the Act, meant transferred by one holder to another. Before the Act was passed they thought that the present case might possibly have been decided in favour of the plaintiff, but as the law now stood judgment had rightly been entered for the defendant.—Counsel, *Arthur Powell*; *Bruce-Williams*. Solicitors, *Francis Miller & Steele*, for *Dickinson, Miller, & Dickinson*, Newcastle-upon-Tyne; *Criddle & Criddle*, Newcastle-upon-Tyne.

[Reported by Erskine Reid, Barrister-at-Law.]

KIRKHOUSE *v.* **BLAKEWAY.** Div. Court. 8th Nov. and 16th Dec.

Registration—Franchise—Parochial Relief—Permanent Maintenance of Voter's Wife as Pauper Lunatic—Disqualification—Medical Relief Disqualification Removal Act, 1885 (48 & 49 Vict. c. 46).

Case stated by W. H. Clay, Esq., revising barrister for the city of Gloucester. At a court held for revising the list of voters for the city of Gloucester the appellent claimed to have his name inserted on the Occupiers' List (Division I.) for the parish of Gloucester. He was qualified in all respects to be placed on the said list, except for the fact that his wife had been during the whole of the qualifying period maintained out of the poor rate of the said parish as a pauper patient of the Gloucester County Lunatic Asylum. She was removed to the asylum in September, 1899, under a justice's order. The certificate was signed by a medical officer of the Gloucester Union. Nine shillings a week was paid to the county authority by the overseers of Gloucester out of the poor rate for her maintenance, and nothing had been contributed by the claimant towards her maintenance. It was contended on behalf of the claimant that the maintenance of the wife in the asylum was medical assistance within the meaning of the Medical Relief Disqualification Removal Act, 1885 (48 & 49 Vict. c. 46), and that he was not thereby deprived of his right to be registered as a Parliamentary voter or as a burgess. The revising barrister thought that the permanent maintenance of a lunatic or imbecile, which was this case, was distinguishable from the medical treatment of a patient under a temporary attack of mental disease, and that such maintenance was not medical assistance within the meaning of the said statute. He thought it analogous to the maintenance of a disabled or crippled pauper in the workhouse, and that such medical assistance, if any, as was rendered to the patient was an incident additional to the maintenance, and he therefore rejected the claim.

The Court (Lord Alverstone, C.J., and Darling and Channell, JJ.), having taken time to consider their judgment, dismissed the appeal.

Channell, J., in reading the judgment of the court, said the question they had to consider was whether the barrister was right in disallowing the vote of the voter on the ground of his having received "parochial relief or other alms which by the law of Parliament disqualify." The voter's wife had been maintained for a period of about two years in the County Lunatic Asylum, at the expense of the union, and he had not paid anything towards her maintenance and support. It was contended on behalf of the voter that this was medical relief within the meaning of the Medical Relief Disqualification Removal Act, 1885 (48 & 49 Vict. c. 46). The revising barrister stated that he thought that the permanent maintenance of a lunatic or imbecile, which was this case, was distinguishable from the medical treatment of a patient under a temporary attack of mental disease, and that such maintenance was not medical assistance within the meaning of the said statute. He thought it analogous to the maintenance of a disabled or crippled pauper in the workhouse, and that such medical assistance, if any, as was rendered to the patient was an incident additional to the maintenance. The court thought that this was a finding of fact and that there was evidence to support it, and that they ought not to disturb it. In all cases in which relief is given which is more or less of the nature both of medical relief and ordinary relief a question of fact arises for the decision of the revising barrister. Where in consequence of illness (and insanity was undoubtedly illness) a voter or a member of his family whom he is bound to support is given medical relief it is not the less medical relief within the statute because a certain amount of ordinary sustenance is given as well as medicine. And so where a pauper in a workhouse is removed to the infirmary in consequence of his illness, he would, whilst in the infirmary, still be receiving relief other than medical relief within the meaning of the statute. It would be a question of fact for the revising barrister in all such cases what the real character of the relief was and which kind was merely incidental to the other. Where a member of a voter's family is attacked with insanity and is in consequence removed to an

asylum at the expense of the union, there is no doubt that the case is, in the first instance, one of medical relief. But where the insane person (being a person for whose support the voter is liable) remains permanently in the asylum and no payment is made by the voter, a question of fact arises as to whether the relief has not become ordinary relief as distinguished from medical. Where any payment is made, even although it is not as great as the cost to the union of the maintenance of the lunatic in the asylum, the inference might fairly be drawn that there is no ordinary relief, but this is for the barrister. Where the maintenance has continued for a long time without any payment whatever, the court could not say that the barrister is wrong in coming to the conclusion that the voter is in receipt of relief other than medical relief. There appeared to be no authorities in this country bearing on this question, but the view the court took was that taken by the courts in Ireland: see *Holland* v. *Porter* (Lawson's Notes of Registration Cases, 1898, 220) and *Crossan* v. *Holland* (Lawson's Notes, 1899, 304). The appeal must be dismissed, but as there was no appearance for the respondent there would be no costs. Appeal dismissed. Leave to appeal given.—COUNSEL, *H. Terrell*, K.C., and *Percival Hughes*. SOLICITORS, *Ayrton, Biscoe, & Barclay*.

[Reported by E. G. STILLWELL, Barrister-at-Law]

LAW SOCIETIES.

UNITED LAW SOCIETY.

Dec. 16.—Mr. J. W. W. Weigall in the chair.—Mr. W. J. Boycott moved: "That there ought to be effective legislation for the prevention of monopolies in England." Mr. Neville Tebbutt opposed. There also spoke: Messrs. C. Kains-Jackson, J. Wylie, W. S. Glyn-Jones, F. J. Williams, Percy Aylen, A. W. Marks, P. B. Walmsley, and W. S. Clayton-Greene. Mr. Boycott replied. The motion was carried by one vote.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY IN THE YEAR 1901.

SPECIAL PRIZES OPEN TO ALL CANDIDATES.

Scott Scholarship.—William David Mercer, being, in the opinion of the Council, the candidate best acquainted with the theory, principles, and practice of law, they have awarded to him the scholarship founded by Mr. James Scott, of Lincoln's-inn-fields. Mr. Mercer served his clerkship with Mr. George Haynes Radford, of the firm of Messrs. Radford & Frankland, of London, and obtained the prize of the Honourable Society of Clement's-inn and the Daniel Reardon prize at the Honours Examination held in June, 1901.

Broderip Prize.—John Shera Atkinson, LL.B. (Lond.), being first in order of merit, and having shewn himself best acquainted with the law of real property and the practice of conveyancing, passed a satisfactory examination, and attained honorary distinction, the Council have awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn. Mr. Atkinson served his clerkship with Mr. Arthur Atkinson, of Folkestone, and Mr. John Hands, of London, and obtained the Clifford's-inn prize, at the Honours Examination held in November, 1901.

LOCAL PRIZES.

Timpron Martin Prize for Candidates from Liverpool.—Edward Albert Moorhouse, LL.B. (Victoria), from among the candidates from Liverpool, who served two-thirds of his period of service there, having passed the best examination and attained honorary distinction, the Council have awarded to him the gold medal founded by Mr. Timpron Martin, of Liverpool. Mr. Moorhouse served his clerkship with Mr. A. J. Squarey (deceased) and Mr. William Calthrop Thorne, both of Liverpool, and obtained Second Class Honours at the Honours Examination held in April, 1901.

Atkinson Prize for Candidates from Liverpool or Preston.—William Fawell Ascroft, B.A. (Oxon.), from among the candidates from Liverpool or Preston, having shewn himself best acquainted with the law of real property and the practice of conveyancing, otherwise passed a satisfactory examination and attained honorary distinction, the Council have awarded to him the gold medal founded by Mr. John Atkinson, of Liverpool. Mr. Ascroft served his clerkship with Messrs. W. & R. Ascroft, of Preston, Messrs. Rowcliffe, Rawle, & Co., of London, and obtained Second Class Honours at the Honours Examination in June, 1901.

Birmingham Law Society's Gold Medal.—The examiners reported that there was no one qualified to take this prize.

Birmingham Law Society's Bronze Medal.—Arthur Skardon Wearing, being first in order of merit among the candidates who are articled to members of the Birmingham Law Society, and having attained honorary distinction, the Council have awarded to him the bronze medal of the Birmingham Law Society. Mr. Wearing served his clerkship with Mr. Alban Gardner Buller, of the firm of Messrs. Buller & Cross, of Birmingham, and obtained the John Mackrell prize and Second Class Honours at the Honours Examination held in April, 1901.

Stephen Heelis Prize for Candidates from Manchester or Salford.—Frank Maydew Duncalf, from among the candidates from Manchester or Salford, having passed the best examination, and attained honorary distinction, the Council have awarded to him the gold medal founded in memory of the late Mr. Stephen Heelis, of Manchester. Mr. Duncalf served his clerkship with Mr. Dudley Francis Hart, of the firm of Messrs. Lawson, Coppock, & Hart, of Manchester, and obtained the John Mackrell prize and Second Class Honours at the Honours Examination held in June, 1901.

The Mellersh Prize.—John Wilfred Watkin, from among candidates who have been articled in the counties of Surrey or Sussex, or who are the sons of solicitors who have resided or practised in either of those counties, having shewn himself best acquainted with the law of real property and the practice of conveyancing, the Council have awarded to him the prize founded by the late Mr. Robert Edmund Mellersh, of Godalming. Mr. Watkin served his clerkship with Mr. John Woodlands Watkin, of Railway-approach, London Bridge, S.E., and obtained Third Class Honours at the Honours Examination held in June, 1901.

THE INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.—NOVEMBER, 1901.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

[In order of Merit.]

WILLIAM WATSON GIBBERD, B.A., LL.B. (Camb.), who served his clerkship with Mr. James Inskip, of the firm of Messrs. Press, Inskip, & Press, of Bristol; and Messrs. Thomas White & Sons, of London.

JOHN SHERA ATKINSON, LL.B. (Lond.), who served his clerkship with Mr. Atkinson, of Folkestone; and Mr. John Hands, of London.

SECOND CLASS.

[In Alphabetical Order.]

Ernest Edward Chitty, who served his clerkship with Mr. John Charles Clegg, of the firm of Messrs. Clegg & Sons, of Sheffield; and Messrs. H. G. Champion & Co., of London.

Edwin Dowland Davies, who served his clerkship with Mr. Edwin Davies (deceased) and Mr. Andrewes Ingram, both of Swansea.

Albert Edmond Hogan, B.A., LL.B. (Lond.), who served his clerkship with Mr. George Henry Hogan, of the firm of Messrs. Hogan & Hughes, of London.

Adam Miller Willcox Kerr, LL.B. (Lond.), who served his clerkship with Mr. Archibald Earle Collins, of the firm of Messrs. Collins & Collins, of London.

Henry Osmond Lock, who served his clerkship with Mr. Arthur Henry Lock (deceased) and Mr. William Wilton Reed, both of Dorchester; and Messrs. Bridgman & Willcocks, of London.

THIRD CLASS.

[In Alphabetical Order.]

Wm. Herbert Bishop, who served his clerkship with Mr. Wm. Robey Tucker, of the firm of Messrs. Beckingsale, Greenwood, Tucker, & Cross, of London.

Viotti Emanuel George Churcher, who served his clerkship with Mr. Edward Hobbs; Messrs. Hobbs & Brutton, of Portsmouth; and Messrs. Mellor & Coleman, of London.

Walter Taylor Cowper, who served his clerkship with Mr. John Thomas Belk (decd.), of the firm of Messrs. Belk, Cochane & Belk, of Middlesbrough; and Mr. Alfred White, of the firm of Messrs. Alfred White & Co., of London.

William Clarke Dawson, who served his clerkship with Mr. William Austen, of Hull.

Percy Harper, B.A. (Oxon.), who served his clerkship with Mr. M. J. Greener, of the firm of Messrs. Corbin, Greener, & Cook, of London.

John Stanley Harvey, who served his clerkship with Mr. Edwin Davies (deceased) and Mr. Andrewes Ingram, of the firm of Messrs. Davies & Ingram, both of Swansea; and Messrs. Helder, Roberts, Walton, & Thomas, of London.

Percy Nichols, B.A. (Oxon.), who served his clerkship with Mr. Richard Chinn, of Birmingham; and Messrs. Chubb & Pettitt, of London.

Arthur Cecil Flamanque Osborn, B.A. (Camb.), who served his clerkship with Mr. T. S. Simpson, of Leeds; and Messrs. Helder, Roberts, Walton, & Thomas, of London.

John Edward Tomley, who served his clerkship with Mr. C. S. Pryce, of Montgomery.

Frank Yardley, who served his clerkship with Mr. S. M. Slater, M.A., B.C.L., of the firm of Messrs. Slater & Co., of Darlaston; and Messrs. Flux, Leadbitter, & Neighbour, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:

To Mr. Gibberd.—Prize of the Honourable Society of Clement's-inn, value about £10, and the Daniel Reardon prize, value about twenty guineas.

To Mr. Atkinson.—The prize of the Honourable Society of Clifford's-inn, value five guineas.

To Mr. F. L Cooper.—The John Mackrell prize, value about £12.

The Council have given class certificates to the candidates in the second and third classes.

Eighty-six candidates gave notice for the examination.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Dec 17.—The subject for debate was: "That the case of *Oliver* v. *Bank of England* was wrongly decided (1900, 1 Ch. 652)." Mr. A. F. Raisen opened in the affirmative, Mr. Panton seconded in the affirmative; Mr. Ames opened in the negative,

Mr. Hugh Rendell seconded in the negative. The following members also spoke: Messrs. Pleadwell, R. A. Stevens, Nash, Weller, Winatt, Clapham, Guillaume Copp, and Jolly. The opener having replied, the motion was lost by the casting vote of the chairman.

Birmingham Law Students' Society.—Dec. 17.—Mr. J. G. Hurst presiding.—After transacting the special business of the meeting the following moot point was discussed: "That the decision of the Court of Appeal in *Re Farquharson Bros. & Co.* v. *King & Co.* should be reversed." The speakers in the affirmative were Messrs. W. H. Kimpton, H. E. Reynolds, and C. R. M. Parr; and in the negative, Messrs. C. F. Pearson, C. A. A. Elton, E. A. B. Cox, and W. H. Coley. After the leaders had replied, and the chairman had carefully summed up, the motion was put, and the society upheld the decision of the Court of Appeal by a majority of one. A hearty vote of thanks to the chairman brought the meeting to a close.

LEGAL NEWS.

APPOINTMENTS.

Mr. Robert A. Germaine, barrister-at-law, has been appointed Recorder of Lichfield in the place of Mr. Rupert E. C. Kettle, resigned.

INFORMATION WANTED.

George Carew.—Any solicitor having the Business Papers of the late Mr. George Carew, solicitor, who practised formerly in Lincoln's-inn-fields, Bloomsbury-square, and Southampton-street, Bloomsbury, between 1855 and 1886, is requested to communicate with the undersigned.—Baker & Nairne, 3, Crosby-square, Bishopsgate, London.

GENERAL.

Mr. Justice Farwell left London on Monday for Torquay.

We understand that Mr. Upjohn, K.C., is now quite convalescent, and will resume his practice in Mr. Justice Farwell's Court at the opening of the courts in January.

The judicial members of the House of Lords rose for the Christmas recess on Tuesday, and no further appeals will be heard until about the latter part of January next.

Mr. Justice Wright will go to Maidstone and Guildford only at the ensuing winter assizes on the South-Eastern Circuit, Mr. Justice Grantham going to all the preceding towns on the circuit.

Mr. Justice Walton was entertained at a congratulatory dinner at the Café Monico on Wednesday evening by a number of his former pupils in celebration of his recent elevation to the bench. Lord Robert Cecil, K.C., presided, and a considerable number of the learned judge's former pupils assembled in honour of the occasion.

A Georgia constable, says the American *Case and Comment*, put up the following notice, which was sent us by a correspondent: "Notice const sale.—Will Bee Sold During the Legle curs of Sale the filing properity to Wit one New Home Sewing Mechen, one cail Buring Stove Leved on as the properity of———to Sadphy one Justice court fi fa in faver of———."

The following are the circuits chosen by the judges for the ensuing winter assizes—viz., South-Eastern Circuit, Grantham and Wright, JJ.; Northern Circuit, Wills and Bucknill, JJ.; Midland Circuit, Bruce and Bigham, JJ.; Oxford Circuit, Phillimore and Jelf, JJ.; North-Eastern Circuit, Lawrance and Ridley, JJ.; South Wales Circuit, Kennedy, J.; North Wales Circuit, Walton, J.; Western Circuit, Darling and Channell, JJ.

Darling and Channell, JJ., have fixed the following commission days for holding the winter assizes on the Western Circuit—viz., Devizes, Monday, January 13; Dorchester, Friday, January 17; Taunton, Wednesday, January 22; Bodmin, Tuesday, January 28; Exeter, Monday, February 3; Winchester, Monday, February 10; Bristol, Monday, February 17. Mr. Justice Channell will go on the circuit alone until Exeter is reached, when he will be joined by Mr. Justice Darling.

The breakdown of the telegraph lines in the North of England, says the *St. James's Gazette*, gave rise to no little trouble in the Divorce Court on Tuesday. In no fewer than four cases counsel informed his lordship that in consequence of their inability to get telegraphic messages through to Lancashire, Yorkshire, and Derbyshire in time to bring important witnesses to London they had to ask for an adjournment. Mr. Justice Barnes, while remarking that it was very unfortunate, let the cases stand over for a day or two.

The Master of the Rolls and Mr. Justice Walton were entertained at dinner at the Hôtel Métropole on Saturday evening in last week by the members of the Northern Circuit in celebration of their recent appointments. A considerable number of both past and present members of the circuit assembled in honour of the occasion. Mr. Littler, K.C., C.B., occupied the chair, and among those present were the Speaker, Mr. Justice Wright, Mr. Justice Barnes, Mr. Justice Bruce, Mr. Justice Kennedy, and Mr. Justice Bigham.

Mr. Justice Walton has fixed the following commission days for the winter assizes on the North Wales Circuit—viz., Welshpool, Saturday, the 11th of January; Dolgelly, Tuesday, the 14th of January; Carnarvon, Thursday, the 16th of January; Beaumaris, Tuesday, the 21st of January; Ruthin, Thursday, the 23rd of January; Mold, Monday, the 27th of January. At the conclusion of the business at the last-named place Mr. Justice Walton will return to London, where he will remain until about the 8th of March, when he will, in conjunction with Mr. Justice Kennedy, proceed to Chester, and afterwards to Cardiff, to hold the assizes at those two places.

A fire broke out at an early hour on the morning of the 13th inst. in the Dublin Four Courts, which, says the Dublin correspondent of the *Times*, if it had not been promptly discovered and subdued, would possibly have destroyed the whole of that great and historic building. The fire seems to have had its origin in the chamber of Lord Justice Holmes, which is situated on an upper floor near the entrance to the Vice-Chancellor's Court. This chamber, which contained his lordship's robes, books, and furniture, was completely destroyed, and much damage was done in the chamber of the Master of the Rolls, which is directly underneath. The total loss is estimated at about £500.

A significant step toward a new and better era in the treatment of criminals is, says the American *Case and Comment*, made by the New York Act of the 18th of April, 1901, amending section 687*a* of the Penal Code, which provides that a first offender convicted of a felony, punishable by not more than five years' imprisonment in a state prison, shall be given an indeterminate sentence, with a minimum of one year, unless otherwise specifically provided, and a maximum not exceeding the longest period fixed by law for such crime. This is, of course, not the first step that has been taken in this direction. The system has been tried already in the Elmira Reformatory, and also to a greater or less extent in Alabama, Colorado, Massachusetts, Minnesota, Ohio, and Pennsylvania.

Sir Herbert Jekyll, replying to a memorial of the Associated Chambers of Commerce on the subject of the amendment of the Patent Laws, says: "Sir, I am directed by the Board of Trade to advert to your letter of the 16th of October, addressed to the President, transmitting a copy of resolutions adopted by the Association of Chambers of Commerce of the United Kingdom at its recent conference at Nottingham in favour of the amendment of the patent law in certain particulars, and in reply I am to say that Mr. Gerald Balfour has given instructions for the drafting of a Bill to give effect to the recommendations of Sir Edward Fry's Committee and that His Majesty's Government will consider in due course whether the Bill shall be introduced next Session.—I am, Sir, your obedient servant, Herbert Jekyll."

One of the privileges of the Cinque Ports is, says the *St. James's Gazette*, to possess their own court of law for the settlement of all maritime matters within their territory. This court is held at the High Courts of Justice, and when now and again a privileged litigant of the Cinque Ports chooses to claim his privilege and sue in the Court of Admiralty of the Cinque Ports instead of in the local county court, one of the King's Bench Courts is set aside and placed at his disposal. On Monday King's Bench Court No. 6 was for the time being the Court of Admiralty of the Cinque Ports. The Right Worshipful Arthur Cohen, K.C., Master of the Court, was in possession of the bench, and the cause to be tried was the claim of the master and crew of the lugger *Reindeer*, of Margate, for salvage services rendered to the *Helen*, a 13-ton yacht, which on the 29th of June, during a gale, dragged her anchor and ran on the Neyland rocks off Margate. Counsel for the plaintiffs and the defendants, though stuff-gownsmen, occupied the seats sacred to silks, it being one of the peculiarities of the Court of Admiralty of the Cinque Ports that it has no bar.

DEATH.

Parker.—On 15th December, Frank Rowley Parker, of Kynaston Lodge, Harrow Weald, and of 12, New-court, Carey-street, W.C., aged 59.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Dec.....23	Mr. Beal	Mr. Greswell	Mr. Carrington	Mr. Jackson

Date.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.
Monday, Dec.....23	Mr. Godfrey	Mr. Church	Mr. R. Leach	Mr. W. Leach

The Christmas Vacation will commence on Tuesday, the 24th of December, 1901, and terminate on Monday, the 6th day of January, 1902, both days inclusive.

THE PROPERTY MART.

RESULTS OF SALES.

Re Attoun.—Estates in Fifeshire.

Messrs. H. E. Foster & Cranfield offered the above by Auction, at the Mart, E.C., on Wednesday last, and were successful in finding purchasers for the whole of the Estates at prices amounting to £169,000, this being the second largest amount realised for Estates this season.

Reversions, Life Policies, and Shares.

The same firm held their usual Fortnightly Sale (No. 708) of the above Interests at the Mart, E.C., on Thursday last, when the following lots were Sold at the prices named. The total of the sale being £4,122.

		£
REVERSIONS:		
Absolute to Half of £1,656; life 60	Sold	450
Absolute to about £2,483; life 72	"	1,630
LIFE POLICIES:		
For £1,000; life 55	"	455
For £1,000; life 67	"	310
For £1,000; life 54	"	290
For £1,000; life 54	"	275
For £1,000; life 54	"	365
For £500; life 54	"	150
For £500; life 54	"	140
SHARES: A Block of Shares in the London and District Sanitary Laundries	"	67

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CLIVE, SON, & MYOTT, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 28 to send their names and addresses, and particulars of their debts or claims, to Charles Ernest Bullock Hanley, Llewellyn & Son, Tunstall, solors for liquidators

CONCRETE WORK AND CONSTRUCTION CO, LIMITED—Creditors are required on or before Jan 25, to send their names and addresses, and the particulars of their debts or claims, to Constantine Nomico 7, Norbury cres, Norbury

COOLGARDIE EXPLORERS LIMITED (IN LIQUIDATION)—Creditors are required on or before Jan 11, to send their names and addresses, and the particulars of their debts or claims, to Baldwin Hodge, 13, Montague rd, Richmond. Redfern & Hunt, Abchurch ln, solors to liquidator

ONTARIO BREWERIES, LIMITED—Creditors are required, on or before Jan 25, to send their names and addresses, and the particulars of their debts or claims, to George Edmund Pike, 2 and 3, West st, Finsbury circus. Baker & Co, Cannon st, solors to liquidator

RUSSIAN INDUSTRIAL AND MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 31, to send their name and addresses, and the particulars of their debts or claims, to Leonard Halliday, 117, Bishopsgate st Within

SHARE GUARANTEE CORPORATION, LIMITED—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to Thomas Edwin Crocker, 8, Princes st

THE EXCELSIOR MACHINE SYNDICATE, LIMITED—Creditors are required, on or before Jan 28, to send in their names and addresses, and the particulars of their debts or claims, to Dowler, 6, Old Jewry

WEST INDIAN OIL CO, LIMITED—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to Ernest Charles Price, 57, Moorgate st. Williams & Co, Laurence Pountney hill, solors for the liquidator

UNLIMITED IN CHANCERY.

WINDING UP OF THE MERRBROOK SOUGH CO—Creditors are requested, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Robert Hall, Victoria bldgs, Matlock Bridge, Derbyshire

London Gazette.—TUESDAY, Dec. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALTRINCHAM COTTAGE DWELLINGS CO, LIMITED—Creditors are required, on or before Jan 28, to send their names and addresses, and the particulars of their debts or claims, to William Moody, 31, Market st, Altrincham

THOMAS AMBLER & SONS, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to William Owen Blackburn, Commercial Bank chmbrs, Bradford. Mumford & Co, Bradford, solors for the liquidator

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[ADVT.]

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homœopathic Chemists, London.—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 29.

ABBS, FREDERICK JONATHAN, Cambridge, Saddler Jan 15 E C & S Burrows, Cambridge

BALL, THOMAS THWAITES, Chesterton, Cambridge Dec 31 Foster, Cambridge

BASS, WILLIAM SYMONDS, Brecon, Draper Dec 31 D W E & M F Thomas, Brecon

BEVAN, LEONARD FRANCIS, Mortimer mans, Mortimer st Jan 7 Thorowgood & Co, Copthall ct

BRITTAIN, Rev ISAAC, Harrogate, York Jan 12 Smithson & Teasdale, York

BUCKLEY, MARY ANN, Gorton, Lancs Jan 8 Turner, Manchester

CARR, ANN, Kingston upon Hull Jan 22 Stamp & Co, Hull

CATTELL, NICHOLAS HENRY, Saltley, Birmingham Jan 9 Tyler & Deighton, Birmingham

CHATTOR, ANN, Templetown, Consett, Durham Jan 7 Murray & Co, Consett

COOKE, ELIZA GEORGIANA, Brighton Jan 15 Fitzhugh & Co, Brighton

COSSEY, JEMIMA, Hilgay, Norfolk Dec 31 Reed & Wayman, Downham Market

CROWTHER, SARAH VICTOIRE MARIE LOUISE, Bournemouth Dec 16 Jones, Haverfordwest

DALE, CHARLES, Hastings Jan 10 Ray, Hastings

DAVIDSON, DANIEL, Liverpool, Merchant Jan 27 Rees & Hindley, Liverpool

DOWN, FANNY, Stoney Stoke, Somerset Dec 31 Butler & Butler, Wincanton

DUCA, JEAN LOUIS SEBASTIEN PAUL, Paris Dec 19 Solomon, Basinghall st

FLANAGAN, JOHN, Northumberland, Farmer Dec 4 L C & H F Lockhart, Hexham

FOUNTAINE, JANE ELIZABETH, Wing, Buckingham Jan 16 Newton, Leighton Buzzard

GEE, HERBERT WALTER, Punjab, Indian Civil Service Dec 31 Poole, South Petherton

GRIMWADE, HARRIET, Ipswich Dec 31 Birkett & Co, Ipswich

HARRISON, WILLIAM, Newcastle upon Tyne, Cab Proprietor Feb 21 Dransfield & Hodgson, Newcastle upon Tyne

HEYWOOD, JOHN PLEAK, Sowton, Devon, Labourer Dec 31 Friend & Tarbet, Exeter

HOLT MARY, Oldham Dec 25 Rowbotham, Oldham

HUTCHINSON, FRED, Mile End, Yukon, Canada, Miner March 1 Jeboult, Bond st, Walbrook

KEON, ANNE DELAPIERRE, Kettering Dec 30 Thurnall, Kettering

LANCE, JOHN CHARLES, Blandford, Dorset, Cabinet Maker Dec 24 Brennand, Blandford

LEAR, JAMES GODDARD, West Kirby, Chester Dec 31 Whitley & Co, Liverpool

MAILLET, LOUIS IZIDOR, Kingston Hill, Surrey Jan 17 Wheatly & Co, New inn, Strand

MARSHALL, RACHEL, Gt Yarmouth Dec 31 Daynes, Norwich

MIMARDIERE, ISABEL HENRIETTA, Ealing Jan 1 Jeboult, Bond st, Walbrook

MUNDY, EMMA, Kensington Jan 1 Ellis & Co, College hill

PETERKIN, HUTCHINSON TOMLINSON, Scarborough Dec 21 Bond & Co, Leeds

READING, JAMES SHERWARD, Oxford ter Dec 18 Cameron & Co, Old Broad st

RICHARDSON, JOHN, Kensal Green Dec 31 Lonsdale, Carlisle

ROBINS, Rev JOSEPH BENNETT, Cambridge Jan 1 Tolhurst & Co, Gravesend

RUSH, HARRIETTE EMILY, St Neots, Hunts Jan 14 Gardiner & Son, Uxbridge

SCOTT, Mrs GEORGINA, Brighton Dec 24 Wright & Co

STOBBS, SIMON, Hexham, Northumberland, Yeoman Dec 4 L C & H F Lockhart, Hexham

TISSHAW, WILLIAM JOHN, New Southgate Jan 1 Martin, Guildhall chmbrs

VARNEY, DAVID, Wingrave, Buckingham, Farmer Jan 15 Newton, Leighton Buzzard

WAKE, JOHN, Darlington Dec 31 Stewart, Darlington

WALKER, CHARLES, Bradford, Woolsorter Dec 19 Newell & Co, Bradford

WILKINS, MARY ANN, Southtown, Suffolk Jan 6 Wiltshire & Sons, Gt Yarmouth

WITHAM, JOSEPH, Southport Dec 31 Buck & Co, Southport

London Gazette.—TUESDAY, Dec. 3.

ARDEN, JANE, Swinton, Lancs March 2 Hart-Dyke, Duchy of Lancaster Office, Lancaster pl

BAMPTON, GEORGE, Leicester Dec 26 Deane & Son, Loughborough

BATEMAN, THOMAS, Lancaster, Blacksmith Feb 28 Hart-Dyke, Duchy of Lancaster Office, Lancaster pl

BOWEN, SARAH FRANCES, Sevenoaks Dec 22 Wardley & Co, Sevenoaks

BRYCE, JOHN PABLO Exmouth Dec 30 Ford & Co, Exeter

BURCHI, WILLIAM ALFRED, Birmingham, Commercial Clerk Jan 11 Brooks, Birmingham

BURDETT, PHILOSOPHER JOHN, Southend on Sea, Licensed Victualler Dec 14 Tolhurst & Cox, Southend on Sea

BURRELL, SIMPSON, Hunmanby, York Dec 31 Sutcliffe & Sutcliffe, Bridlington

CHASE, JAMES, Woking Dec 28 White, Guildford

CLEVELAND, The Most Noble CATHERINE LUCY WILHELMINE, Duchess of, Grosvenor pl Jan 12 Walfords, Bolton st Piccadilly

COLLIER, STEPHEN PAYNE, Clevedon, Somerset Dec 31 Langworthy, Bristol

CURE, HARRIET ROSAMOND, Grosvenor st Jan 8 Herbert, Cork st, Burlington gdns

DANIELL, SAMUEL BLUNDEN, Colchester Jan 11 Goody & Sons, Colchester

DAVIS, GEORGE, Portbury, Somerset Farmer Jan 1 Wansbrough & Co, Bristol

FREEBORN, WALTER PRATT, Manchester, Outfitter Dec 21 Bowden & Livesey, Manchester

HALL, JOHN BLAKE, Harrogate, York Dec 31 Greenwood, Wakefield

HALLIWELL, PERCY, Birkdale Jan 4 Greenwood, Southport

HEATHCOTE, Dame SELINA, Totton, Southampton Jan 2 Houseman & Co, Princes st, Storey's gate

HEUGH, MARY ANN, Hatt, Cornwall Jan 10 Holt & Hulbert, Charles st, St James's

HICKS OLIVE CATHERINE Southampton Jan 1 Prior & Co, Sedford row

HIRSCH, FRANCES ELIZABETH, Gresford, Denbigh Jan 18 Hollams & Co, Mincing ln

KAY, DAVID, Milburo, Otago, New Zealand Dec 31 Murray & Co, Birching ln

LEEDAM, WILLIAM, Methuen, Massachusetts, U S A Dec 23 Mossop, Burnley

MANSON, Capt JOHN SINCLAIR, Hampton rd, Forest Gate Jan 18 Carr & Co, Rood ln

MARSDEN, NICHOLAS, North Kensington Jan 7 Boyce, Old Broad st

MAUNDER, HENRY, Boscombe, Hants Jan 20 Bartlett & Large, Cannon st

MOULDEN, GEORGE DICKINSON, Gray's Inn rd, Grocer Dec 31 Pointon, Welwyn

NODEN, JAMES, Chester Jan 15 Cook, Winsford

PEARCE, SYDNEY HERBERT, Bournemouth Nov 26 Cocker & Turner, Bournemouth

PITT, WILLIAM, Dudley, Clothier Jan 1 Hooper & Fairbairn, Dudley

ROADS, WILLIAM KINGSLEY, Peckham, Civil Servant Dec 20 Edwin & Co, Trinity st

ROTHWELL, JAMES ISHERWOOD, Levenshulme, nr Manchester, Commercial Traveller Dec 21 Almond & Sons, Manchester

SALISBURY, WILLIAM ARTHUR SHIRLEY, Gedling, Notts Jan 25 Cox, Nottingham

SANDHAM THOMAS WILLIAM, Bolton le Sands, Lancs, Labourer March 2 Hart-Dyke, Duchy of Lancaster Office, Lancaster pl

SIMONS, JOSEPH, Erdington, Warwick, Builder Dec 31 Edge & Ellison, Birmingham

SMITH, WILLIAM BRAMLEY, Derby Dec 14 Smith, Sheffield

TUCKER, GEORGE, Ilfracombe, Contractor Jan 11 Rowe, Ilfracombe

TURNBULL, GEORGE CHRISTIE, Leadenhall st, Shipbroker Jan 4 Hewitt & Urquhart, Leadenhall st

WAINMAN, EZARHADDON, Armley, Leeds Dec 20 Emsley & Co, Leeds

WALTON, FREDERIC ROBERT BROOKE, Shrewsbury Dec 31 Miller & Co, Salters' Hall ct

WATSON, JAMES RONALD, Queen Victoria st, Explosives Merchant Jan 20 Cobbing, Broad ct chmbrs, Bow st

WEATHERLY, CHRISTOPHER, Hove Jan 18 Woodbridge & Sons, Uxbridge

WEBB, FRANCIS EDWARD, Plymouth Jan 4 Gidley & Son, Plymouth

WEBSTER, ROBERT, sen, ROBERT WEBSTER, jun, MARY ANN WEBSTER, and JOHN WRIGHT WEBSTER, Derby Jan 14 Stone, Derby

WHITE, ELIZABETH, Alnwick, Provision Merchant Dec 13 Percy

WILLIAMS, JANE, Lichfield Dec 19 Chinn & Son, Lichfield

WOOD, RICHARD, Knaresborough Jan 15 Kirby & Son, Harrogate

YATES, GEORGE, Southport Dec 31 Buck & Co, Southport

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 13.

RECEIVING ORDERS.

ATKINSON, ARTHUR, Folkestone, Solicitor Canterbury Pet Dec 9 Ord Dec 9

AUGOOD, ROYAL, Norwich, Fruiterer Norwich Pet Nov 26 Ord Dec 9

BARTLETT, WILLIE, Landport, Hants, Coal Merchant Portsmouth Pet Dec 9 Ord Dec 9

CADOT, FRANCIS PHILIP, Jermyn st, Public house Manager High Court Pet Oct 24 Ord Dec 10

COLES, WILLIAM, Hampstead, Grocer High Court Pet Dec 11 Ord Dec 11

CONIBEAR, JOHN, Ilfracombe, Baker Barnstaple Pet Dec 9 Ord Dec 9

DAVIES, ARTHUR JOHN, Merthyr Tydfil, Locomotive Driver Merthyr Tydfil Pet Dec 9 Ord Dec 9

DAVIES, WILLIAM, Droitwich, Grocer Worcester Pet Dec 9 Ord Dec 9

DOWNING, GEORGE CLARKE, Richmond, Surrey Wandsworth Pet Nov 19 Ord Dec 11

FENOILL, THOMAS, Holme on Spalding Moor, Yorks, Tailor Kingston upon Hull Pet Dec 9 Ord Dec 9

FULLWOOD, LOUISA, Ilkeston, Derby, Fishmonger Derby Pet Dec 9 Ord Dec 9

GRAINGER, GEORGE, Gt Grimsby, Fruit Merchant Gt Grimsby Pet Dec 9 Ord Dec 9

GREEN, EDWARD JOHN, Rhayader, Radnor, Innkeeper Newtown Pet Nov 21 Ord Dec 9

HARFORD, WALTER, Leeds, Teeth Specialist Leeds Pet Dec 7 Ord Dec 7

HEBDEN, MATTHIAS, Darlington, Baker Stockton on Tees Pet Dec 7 Ord Dec 7

HESELTINE, JOHN EDWARD, Gt Grimsby, Painter Gt Grimsby Pet Dec 7 Ord Dec 7

HICKMOTT, HENRY, Putney, Tailor Wandsworth Pet Dec 11 Ord Dec 11

HUMPHREYS, JOHN GOODMAN, Beaumaris, Anglesey, Omnibus Proprietor Bangor Pet Dec 10 Ord Dec 10

HYDE, FREDERICK JOHN, Birmingham, Fruiterer Birmingham Pet Nov 28 Ord Dec 11

JAMES, MORRIS, Towyn, Merionsth, Builder Aberystwith Pet Nov 26 Ord Dec 9

LAW, HUGH, Liverpool, Provision Dealer Liverpool Pet Nov 23 Ord Dec 9

LAWSON, SAMUEL, Nelson, Lancs, Tea Merchant Blackburn Pet Dec 10 Ord Dec 10

LEA, SAMUEL, Manchester, Boot Dealer Salford Pet Dec 11 Ord Dec 11

LEVINE, BARNETT, New Tredegar, Mon, Outfitter Tredegar Pet Dec 9 Ord Dec 9

MCGEORGE, GEORGE, jun, Canning Town, Essex, Coal Dealer High Court Pet Dec 11 Ord Dec 11

MEADE, WILLIAM, Chatham, Horsebreaker Rochester Pet Dec 10 Ord Dec 10

MILTON, EDWIN ARTHUR, Birmingham, Saddler Birmingham Pet Dec 9 Ord Dec 9

MURRAY, JAMES, Blackburn Blackburn Pet Dec 11 Ord Dec 11

NEWTON, JAMES, Leeds, Builder Leeds Pet Dec 10 Ord Dec 10

PAVER, SIDNEY HERBERT, Dover, Butcher's Assistant Eastbourne Pet Dec 10 Ord Dec 10

PEARCE, ARCHIBALD VINCENT, Bishops Lydeard, Somerset, Licensed Victualler Taunton Pet Nov 30 Ord Dec 10

PERKS, JOSEPH, West Bromwich, Painter West Bromwich Pet Dec 9 Ord Dec 9

PIGOTT, SKIPWITH LOCKWOOD PEMBERTON, Llandudno Bank Accountant Bangor Pet Dec 7 Ord Dec 10

PUTMAN, W, West Drayton, Coal Merchant Windsor Pet Nov 18 Ord Dec 7

REED, N E, Laurence Pountney ln High Court Pet Mar Ord Dec 11

SAVAGE, JOHN HENRY, Selby, Yorks, Farmer York Pet Dec 10 Ord Dec 10

SCHOFIELD, CHARLES LEACH, Oldham, Builder Oldham Ord Dec 7
THOMPSON, RICHARD, Clayton le Moors, Lancs, Blacksmith Blackburn Pet Dec 9 Ord Dec 9
TILEY, HENRY, Gt Horton, Bradford, General Dealer Bradford Pet Dec 9 Ord Dec 9
WALKER, THOMAS EDWARD, Barnard Castle, Durham, Tobacconist Stockton on Tees Pet Dec 10 Ord Dec 10
WILLIAMS, HUGH, Salford, Salesman Salford Pet Dec 9 Ord Dec 9
WILSHIN, W D, Balham, Butcher Wandsworth Pet Nov 21 Ord Dec 11
Amended notice substituted for that published in the London Gazette of Dec 6:
RICHARDSON, JAMES FRANCIS, and ROBERT COOK, Manchester, Solicitors Manchester Pet Nov 1 Ord Dec 4
Amended notice substituted for that published in the London Gazette of Dec 10:
BRAMLEY, JOHN, Starbeck, Yorks York Pet Dec 6 Ord Dec 6

FIRST MEETINGS.

ARGOOD, ROYAL, Norwich, Fruiterer Dec 20 at 12 Off Rec, 8, King st, Norwich
BARKER, JAMES, Nottingham, Carter Dec 20 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
BARTLETT, WILLIE, Landport, Hants, Coal Merchant Dec 20 at 3 Off Rec, Cambridge junc, High st, Portsmouth
BARTON, MICHAEL, Enfield, Wine Merchant Dec 20 at 12 Off Rec, 95, Temple chmbrs, Temple av
BECK, EDWARD, Lowestoft Dec 20 at 12 30 Off Rec, 8, King st, Norwich
BENNETT, HERBERT HARRY, Wolverhampton, Painter Dec 23 at 12 Off Rec, Wolverhampton
BERRY, WILLIAM DEVENPORT, Buckland St Mary, Somerset, Farmer Dec 17 at 12 Off Rec, 5a, Hammet st, Taunton
BLAYMIRES, ROBERT, Bradford, Cycle Dealer Dec 23 at 11 Off Rec, 31, Manor row, Bradford
BOSSILL, GEORGE, Barrow on Humber, Gardener Dec 20 at 11 Off Rec, 15, Osborne st, Gt Grimsby
BRAMLEY, JOHN Starbeck, Yorks Dec 20 at 2.15 Off Rec, 28, Stonegate, York
BRAMHALL, ALFRED CHARLES, Lancaster, Confectioner Dec 23 at 11 30 Off Rec, 14, Chapel st, Preston
CLARK, FRANCIS HENRY, and WALTER WILLIAM RIDLEY Kingston upon Hull, Beer Bottlers Dec 20 at 11 Off Rec, Trinity House ln, Hull
COX, JAMES, Swindon, Milk Contractor Dec 23 at 11 30 Off Rec, 38, Regent circus, Swindon
DAVIES, ARTHUR JOHN, Twynyrhodyn, Merthyr Tydfil, Locomotive Driver Dec 20 at 3 135, High st, Merthyr Tydfil
DAVIES, WILLIAM, Droitwich, Worcs, Grocer Dec 20 at 11.15 45, Copenhagen st, Worcester
DAVIS, ERNEST WALTER, Swindon, Blacksmith Dec 23 at 11 Off Rec, 38, Regent circus, Swindon
ELFORD JOSEPH CHARLES, Bournemouth, Grocer Dec 20 at 12.30 Off Rec, Endless st, Salisbury
FERGUSON, PETER THOMAS Blackpool, Confectioner Dec 20 at 3 Off Rec, 14, Chapel st, Preston
GIBBS, REGINALD AUBREY, Wednesbury, Baker Dec 23 at 11.30 Off Rec, Wolverhampton
GOLDING, SELMON, Liverpool, Ladies' Tailor Dec 23 at 12 Bankruptcy bldgs, Carey st
GUNDRY, HENRY JOHN, Shirley, Southampton, Baker Dec 23 at 3 Off Rec, 172, High st, Southampton
HARFORD, WALTER, Leeds Teeth Specialist Dec 20 at 11 Off Rec, 22, Park row, Leeds
HEYSHALL, CAREY, St Anne's on the Sea, Lancs, Journalist Dec 23 at 11 Off Rec, 14, Chapel st, Preston
HUDWORTH, WILLIAM, Blackpool, Grocer Dec 23 at 11 15 Off Rec, 14, Chapel st, Preston
JAMES, MORRIS, Towyn, Merioneth, Builder Dec 20 at 11 Town Hall, Aberystwith
MASON, GEORGE BAKER, Higham, nr Bury St Edmunds, General Shop Keeper Dec 20 at 2 Angel Hotel, Bury St Edmunds
MATTHEWS, RAYMOND ASH, Hornsey Dec 23 at 2.30 Bankruptcy bldgs, Carey st
MEADE, WILLIAM Chatham, Horse Breaker Dec 30 at 12.15 115, High st, Rochester
NEWTON JAMES Leeds, Builder Dec 20 at 11 30 Off Rec, 22, Park row, Leeds
PADDOCK THOMAS, Leeds Dec 20 at 3 Off Rec, 47, Full st, Derby
PALLISER JOHN, Bradford, Fruit Salesman Dec 20 at 11 Off Rec, 31, Manor row, Bradford
PORTER, HENRY GEORGE, Norfolk st, Strand, Advertisement Agent Dec 23 at 12 Bankruptcy bldgs, Carey st
RADFORD, WALTER Cambridge, Cattle Dealer Dec 21 at 12 Off Rec, 5, Petty Cury, Cambridge
RILEY, FRANK, Leicester, Clothier Dec 20 at 12.30 Off Rec, 1, Berridge st, Leicester
ROGERS, GEORGE, Whittington Moor, nr Chesterfield, Saddler Dec 20 at 3.30 Off Rec, 47, Full st, Derby
RUDGE, GEORGE HALL, Cheltenham, Builders' Merchant Dec 21 at 3.15 County Court bldgs Cheltenham
RUSSELL, MATTHEW SHANKS, and SIDNEY HENRY RUSSELL, Barrow in Furness, Cabinet Makers Dec 20 at 11.15 Off Rec 16, Cornwallis st, Barrow in Furness
SAVAGE, JOHN HENRY, Selby, Yorks, Farmer Dec 24 at 3.15 Off Rec, 28, Stonegate, York
SCHULTZ, WOLF, Kingston upon Hull, Grocer Dec 20 at 12 Off Rec, Trinity House ln, Hull
TILEY, HENRY, Bradford, General Dealer Dec 20 at 11.30 Off Rec, 31, Manor row, Bradford

ADJUDICATIONS.

ADAMS, PERCY ALFRED, and MARTIN MAURICE FRANK, Eastcheap, Provision Importers High Court Pet Nov 14 Ord Dec 10
BARTON, MICHAEL, Enfield, Wine Merchant Edmonton Pet Nov 27 Ord Dec 11
BENHAM, EDWARD, Croydon Croydon Pet Nov 29 Ord Dec 5
COLES, WILLIAM, Hampstead, Grocer High Court Pet Dec 11 Ord Dec 11
COMERAM, JOHN, Ilfracombe, Baker Barnstaple Pet Dec 9 Ord Dec 10
DAVIES, ARTHUR JOHN, Twynyrhodyn, Merthyr Tydfil, Locomotive Driver Merthyr Tydfil Pet Dec 9 Ord Dec 9
DAVIES, WILLIAM, Droitwich, Worcester, Grocer Worcester Pet Dec 9 Ord Dec 9
DOWNIE, JOHN LESSELS, Ormskirk, Cycle Maker Liverpool Pet Dec 4 Ord Dec 11
FENGILL, THOMAS, Holme on Spalding Moor, Yorks, Tailor Kingston upon Hull Pet Dec 9 Ord Dec 9
FULLWOOD, LOUISA, Ilkeston, Derby, Fishmonger Derby Pet Dec 9 Ord Dec 9
GRAINGER, GEORGE, Gt Grimsby, Fish Merchant Gt Grimsby Pet Dec 9 Ord Dec 9
GRETOR, WILLY JULIUS, Cromley pl, South Kensington, Artist High Court Pet March 15 Ord Dec 6
HARFORD, WALTER, Leeds, Teeth Specialist Leeds Pet Dec 7 Ord Dec 7
HATFIELD, JAMES MARTIN, Putney, Architect Wandsworth Pet Nov 23 Ord Dec 6
HERDEN, MATTHIAS, Darlington, Baker Stockton on Tees Pet Dec 7 Ord Dec 7
HEDGES, ELIJAH THOMAS HENRY, South Norwood, Builder Croydon Ord Dec 5
HESELTINE, JOHN EDWARD, Gt Grimsby, Painter Gt Grimsby Pet Dec 7 Ord Dec 7
JAMES, MORRIS TOWYN, Merioneth, Builder Aberystwith Pet Nov 26 Ord Dec 11
KENNARD, WILLIAM HENRY, Bradford, Restaurant Keeper Bradford Pet Dec 4 Ord Dec 10
KNOWLES, ROBERT, and ARTHUR BARTLETT, Victoria st, Westminster, Omnibus Proprietors High Court Pet Oct 9 Ord Dec 11
KRAMER, SOLOMON, Mossford st, Burdett rd, Draper High Court Pet Oct 22 Ord Dec 11
LAW, HUGH, Liverpool, Provision Dealer Liverpool Pet Nov 23 Ord Dec 11
LAWSON, SAMUEL, Nelson, Tea Merchant Blackburn Pet Dec 10 Ord Dec 10
LEVINE, BARNETT, New Tredegar, Mon, Outfitter Tredegar Pet Dec 9 Ord Dec 9
MCCOWAN, FLORENCE LUCY, Elm Park mans High Court Pet Nov 11 Ord Dec 9
MCGEORGE, GEORGE, jun, Canning Town, Essex, Corn Dealer High Court Pet Dec 11 Ord Dec 11
MEADE, WILLIAM, Chatham, Horse Breaker Rochester Pet Dec 10 Ord Dec 10
MILTON, EDWIN ARTHUR, Birmingham, Saddler Birmingham Pet Dec 9 Ord Dec 9
MURRAY, JAMES, Blackburn Blackburn Pet Dec 11 Ord Dec 11
NEWTON, JAMES, Leeds, Builder Leeds Pet Dec 10 Ord Dec 10
PERKS JOSEPH, West Bromwich, Painter West Bromwich Pet Dec 9 Ord Dec 10
ROBERTS, WILLIAM, and JANE RICHARDS OWEN, Manchester, Linen Merchants Manchester Pet Nov 1 Ord Dec 9
SAVAGE, JOHN HENRY, Selby, Yorks, Farmer York Pet Dec 10 Ord Dec 10
SHADORNE, GEORGE, Hengoed, Glam, Colliery Proprietor Merthyr Tydfil Pet Nov 22 Ord Dec 9
SEYMOUR, JAMES THOMAS, Sutton Scotney, Hants, Nurseryman Winchester Pet Nov 23 Ord Dec 9
THOMPSON, RICHARD, Clayton le Moors, Lancs, Blacksmith Blackburn Pet Dec 9 Ord Dec 9
TILEY, HENRY, Bradford, General Dealer Bradford Pet Dec 9 Ord Dec 9
TURNER, MARTHA, and RICHARD SERGANT TURNER, Birmingham, Meat Dealers Birmingham Pet Oct 15 Ord Dec 10
TURPIN WILLIAM HENRY ALLEN, Aldersgate st, Underwear Manufacturer High Court Pet Nov 2 Ord Dec 9
WALKER, THOMAS EDWARD, Barnard Castle, Durham, Hairdresser Stockton on Tees Pet Dec 10 Ord Dec 10
WICKINS, SAMUEL, St Stephen's chmbrs, Telegraph st, Company Promoter High Court Pet Oct 19 Ord Dec 9
WILLIAMS, HUGH, Seedley, Salford, Salesman Salford Pet Dec 9 Ord Dec 9
WYLIE, WALTER, Liverpool, Commission Merchant Liverpool Pet Sept 18 Ord Dec 9
Amended notice substituted for that published in the London Gazette of Dec 10:
BRAMLEY, JOHN, Starbeck York Pet Dec 6 Ord Dec 6

London Gazette.—TUESDAY, Dec. 17.

RECEIVING ORDERS.

AUSTIN, JOHN THOMAS, Sunderland, Fruiterer Sunderland Pet Dec 11 Ord Dec 11
AVERY, CHARLES HENRY, Torpoint, Cornwall, Builder Plymouth Pet Dec 12 Ord Dec 12
BARRETT, Rev ALFRED ALLEN, Claygate, Surrey Kingston, Surrey Pet Oct 25 Ord Dec 12
BLAYMIRES, ROBERT, Bradford, Cycle Dealer Bradford Pet Dec 11 Ord Dec 11
BRAYSHAW, JOHN, Scarcliffe, Derby, Grocer Nottingham Pet Dec 12 Ord Dec 12
BROCKLESBY, WILLIAM Boston, Lincs, Hosier Boston Pet Dec 14 Ord Dec 14
CHADFIELD, HENRY, Rothley, Leicester, Market Gardener Leicester Pet Dec 13 Ord Dec 13
CHRISTMAS, DAVID, Llanelly, Furnaceman Carmarthen Pet Dec 14 Ord Dec 14
COLE, JOHN WILLIAM, jun, Hundleby, Lincs, Market Gardener Boston Pet Dec 13 Ord Dec 13
COURT, BENJAMIN, Newent, Glos Gloucester Pet Dec 13 Ord Dec 13
CROWTHER, JAMES Burnley, Herb Beer Manufacturer Burnley Pet Dec 13 Ord Dec 13
DAVIES, RICHARD EVAN, Newport, Mon, Grocer Newport, Mon Ord Dec 13
FELLOWS WALTER, Old Hill, Staffs, Commission Agent Dudley Pet Dec 12 Ord Dec 12
FUGGLE, G H, Broadstairs, Builder High Court Pet Nov 19 Ord Dec 13
GAUNT, JOHN, St Ives, Hunts, Cattle Dealer Peterborough Pet Nov 20 Ord Dec 14
HAINSWORTH, EDWARD JAMES, Storrington, Sussex High Court Pet Nov 21 Ord Dec 13
HALL, JAMES THOMAS, Chiswick Brentford Pet Nov 14 Ord Dec 12
HOARE, WILLIAM HENRY, Swansea, Mason Swansea Pet Dec 12 Ord Dec 12
HOILE CHARLES, Hammersmith, Watchmaker High Court Pet Dec 2 Ord Dec 13
HORROCKS, JOHN, Sale, Chester Manchester Ord Dec 13

EQUITY AND LAW
LIFE ASSURANCE SOCIETY.
ESTABLISHED 1844.

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LONG-TERM POLICIES AT LOW RATES, with right to change to Ordinary Assurances, thus giving

THE CHEAPEST ASSURANCE PROCURABLE.

Write for NEW PROSPECTUS, containing full information and other important alterations, to

SECRETARY, 18, LINCOLN'S INN FIELDS, LONDON.

ST. THOMAS'S HOSPITAL, S.E.,
NEEDS HELP.
J. G. WAINWRIGHT, Treasurer.

LAW.—Re-engagement Wanted in a City Office by Practical Middle-aged Conveyancer (not a solicitor) of considerable experience; to assist principal or to manage; skilled draftsman; salary moderate; well recommended.—TITLE, 764, Romford-road, Manor Park, E.

LAW.—Solicitor (recently Admitted) Desires Conveyancing and General Clerkship in Country; good experience in Conveyancing and general routine of country business; salary by arrangement.—S. W. H., 5, Avenue-parade, Hampstead.

BENJAMIN SPARKS (deceased). — The Solicitor who called at 116, High-street, Hastings, inquiring for Widow or Relations of above, is requested to Communicate with Mrs. EMILY CLUBE (née Emily Sparks), only child of above, at 161, Harold-road, Hastings, Sussex.

MR. C. SPURLING, M.A., B.C.L. (Oxford), First Class Honours, late Scholar of Christ Church, Editor of the Eleventh Edition of "Smith's Manual of Common Law," Barrister-at-Law, continues to PREPARE for the Bar and University Law Examinations by Day, Evening, or Post.
University Examinations, 1900.—10 Pupils (all those sent up) successful.
Bar Examinations, March, 1901.—25 sent up, 21 passed, 4 obtaining a Second Class.
Address, 11, New-court, Carey-street, W.C.

WANTED, on South Coast, competent and experienced Managing Conveyancing Clerk, accustomed to advise and act without supervision; if admitted must undertake to remain four years; commencing salary £100.—B., "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

TO SOLICITORS.

DOCUMENTS or Papers relating to Estate of the late John Carter, late of Childer Thornton, Little Sutton, Cheshire, formerly of Sundorne Castle and Underdale, Shrewsbury; if found, kindly communicate with his daughter, S. BAKE, 12, Cotton-street, Ashton-under-Lyne, Lancashire.

JONES, FREDERICK, Bradford, Builder Bradford Pet Dec 13 Ord Dec 13
LEWIS, FREDERICK, Slough, House Furnisher Windsor Pet Dec 13 Ord Dec 13
LIMBURG & SONS, A, Spitalfields, Boot Manufacturers High Court Pet Dec 11 Ord Dec 13
MAKERS, WILLIAM JOHN, Herne Hill, Office Fitter High Court Pet Dec 14 Ord Dec 14
MERRYWEATHER, FRANK ARTHUR, Aldermanbury, Hosiery Warehouseman High Court Pet Dec 12 Ord Dec 12
NEWBIGIN, EDWARD JOSEPH, Newcastle upon Tyne, Tailor Newcastle upon Tyne Pet Dec 14 Ord Dec 14
PARR, ALFRED, Leintwardine, Hereford Leominster Pet Nov 28 Ord Dec 12
PARSONAGE, SEPTIMUS, Finchley rd, Company Promoter High Court Pet Oct 21 Ord Dec 14
PEEL, HERBERT, Wood Green, Horticultural Builder Edmonton Pet Nov 26 Ord Dec 12
PERKINS, JAMES, Cardiff, Builder Cardiff Pet Nov 26 Ord Dec 11
PUGH, RICHARD CHARLES, Southampton, Hairdresser Southampton Pet Dec 14 Ord Dec 14
ROBINSON, ELEANOR, Leeds, Fruiterer Leeds Pet Dec 11 Ord Dec 11
SMITH, ALFRED HENRY, New Cross, Manufacturers' Agent High Court Pet Dec 12 Ord Dec 12
SMITHIES, DAVID, Salterhebble, nr Halifax, Woollen Manufacturer Halifax Pet Nov 26 Ord Dec 6
STANDEVEN, HARRY WADE, Macclesfield, Brush Manufacturer Macclesfield Pet Dec 3 Ord Dec 12
THOMAS, DAVID, Neath, Glam, Grocer Neath Pet Dec 12 Ord Dec 12
TOWNSEND, GEORGE, jun, Hampden st, Harrow rd, Carman High Court Pet Dec 11 Ord Dec 12
YOUNG, ALFRED WILLIAM, Stevenage, Herts, Florist Luton Pet Dec 13 Ord Dec 13

FIRST MEETINGS.

ATKINSON, ARTHUR, Folkestone, Solicitor Dec 30 at 12 Queen's Hotel, Hastings
AUSTIN, JOHN THOMAS, Sunderland, Fruiterer Dec 24 at 12 Off Rec, 25, John st, Sunderland
BARRON, LEO MANUEL, Cardiff, Commercial Clerk Dec 31 at 11 117, St Mary st, Cardiff
BIRTWISTLE, HERBERT, Birmingham, Baker Dec 24 at 11 174, Corporation st, Birmingham
BREARLEY, WILLIAM, Batley, Yorks, Innkeeper Dec 24 at 11 Off Rec, Bank chmbrs, Batley
CABOT, FRANCIS PHILIP, Jermyn st, Public house Manager Jan 1 at 12 Bankruptcy bldgs, Carey st
CLEASBY, EDGAR, and WILLIAM GEORGE HASSELBY, Sheffield Dec 24 at 12 Off Rec, Figtree ln, Sheffield
COAKER, EDWIN, Berrynarbor Devon, Builder Dec 31 at 11 30 Sanders & Son, High st, Barnstaple
COLES, WILLIAM, Hampstead, Grocer Dec 31 at 2 30 Bankruptcy bldgs, Carey st
COMBEAR, JOHN, Ilfracombe, Baker Dec 31 at 11 Sanders & Son, High st, Barnstaple
DOBSON, WILLIAM WILLIAMS, Pwllheli, Carnarvon, Grocer Dec 30 at 3 Sportsman Hotel, Portmadoc
DOWNIE, JOHN LESSELS, Ormskirk, Cycle Maker Dec 31 at 12 Off Rec, 35, Victoria st, Liverpool
EARNSHAW, S, Sheffield, Builder Dec 24 at 12.30 Off Rec, Figtree ln, Sheffield
FRANKS, MOSES, Cheetham, Manchester, Cap Manufacturer Dec 31 at 2 30 Off Rec, Byrom st, Manchester
GRIFFITHS, FREDERICK, Tallistown Cwm, nr Ebbw Vale, Mon, Ironmonger Dec 30 at 3 135, High st, Merthyr Tydfil
HOPCROFT, ERNEST DIGBY, King's Heath, Worcester, Insurance agent Dec 24 at 12 174, Corporation st, Birmingham
LACY, THOMAS, Liverpool, Baker Dec 31 at 2 Off Rec, 35, Victoria st, Liverpool
LASHBROOKER, LOUISA, Liverpool, Pork Butcher Dec 31 at 12.30 Off Rec, 35, Victoria st, Liverpool
LINK, JOHN WALDO, Northumberland av, Company Promoter Jan 1 at 2.30 Bankruptcy bldgs, Carey st
LLOYD, WILLIAM OLIVER, Pwllheli, Carnarvon, Grocer Dec 30 at 2.45 Sportsman Hotel, Portmadoc
MCCOWAN, FLORENCE LUCY, Elm Park mans Dec 31 at 12 Bankruptcy bldgs, Carey st
MONCRIEFFE, RONALD, Pall Mall Dec 31 at 2.30 Bankruptcy bldgs, Carey st
MORRIS, SAMUEL, Fenchurch st Jan 2 at 12 Bankruptcy bldgs, Carey st
PEARCE, ARCHIBALD VINCENT, Bishop's Lydeard, Somersets, Licensed Victualler Dec 24 at 11 Off Rec, 58, Hammet st, Taunton
PEEL, Sir ROBERT, Piccadilly Jan 2 at 12 Bankruptcy bldgs Carey st
ROBINSON, ELEANOR, Leeds, Fruiterer Dec 24 at 11 Off Rec, 22, Park row, Leeds
WALKER, JOHN WILLIAM, Gt Grimsby, Draper Dec 31 at 11 Off Rec, 15, Osborne st, Gt Grimsby
WALKER, THOMAS, Whitstable, Corn Merchant Jan 2 at 9 Off Rec, 68, Castle st, Canterbury
WILLIAMS, HUGH, Salford, Salesman Dec 31 at 2.45 Off Rec, Byrom st, Manchester
VEAR, EDWARD, Newark on Trent, Grocer Dec 24 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

ADJUDICATIONS.

AUGOOD, ROYAL, Norwich, Fruiterer Norwich Pet Nov 26 Ord Dec 12
AUSTIN, JOHN THOMAS, Sunderland, Fruiterer Sunderland Pet Dec 11 Ord Dec 11
BLAYMIRES, ROBERT, Bradford, Cycle Dealer Bradford Pet Dec 11 Ord Dec 12
BRAYSHAW, JOHN, Scarcliffe, Derby, Grocer Nottingham Pet Dec 12 Ord Dec 12
BROCKLESBY, WILLIAM, Boston, Lincs, Hosier Boston Pet Dec 14 Ord Dec 14
CHADFIELD, HENRY, Rothly, Leicester, Market Gardener Leicester Pet Dec 13 Ord Dec 13
CHASE, ERNEST EDGAR, Lakenheath, Suffolk, Licensed Victualler Hastings Pet Oct 19 Ord Dec 13
CHRISTMAS, DAVID, Llanelly, Furnaceman Carmarthen Pet Dec 14 Ord Dec 14
CLEASBY, EDGAR, and GEORGE WILLIAM HASSELBY, Sheffield Sheffield Pet Sept 17 Ord Dec 13
COLE, JOHN WILLIAM, jun, Huncleby Lincs, Market Gardener Boston Pet Dec 13 Ord Dec 13
COURT, BENJAMIN, Newent, Glos Gloucester Pet Dec 11 Ord Dec 13
CROWTHER, JAMES, Burnley, Herb Beer Manufacturer Burnley Pet Dec 13 Ord Dec 13
EARNSHAW, S, Sheffield, Builder Sheffield Pet Oct 11 Ord Dec 13
FELLOWS, WALTER, Old Hill, Staffs, Commission Agent Dudley Pet Dec 12 Ord Dec 12
GREENHAM, WILFRED HENRY, Liscard Birkenhead Pet Sept 20 Ord Dec 11
HEPWORTH, LEWIS, Tunbridge Wells, Printers' Engineer Tunbridge Wells Pet Nov 6 Ord Dec 11
HOARE, WILLIAM HENRY, Swansea, Mason Swansea Pet Dec 12 Ord Dec 12
JONES, FREDERICK, Ecclesbill, Bradford, Builder Bradford Pet Dec 13 Ord Dec 13
MERRYWEATHER, FRANK ARTHUR, Aldermanbury, Hosiery Warehouseman High Court Pet Dec 12 Ord Dec 12
MOLENKAMP, JOHN, Villiers st, Strand, Hotel Manager High Court Pet May 14 Ord Dec 12
MORRIS, SAMUEL, Fenchurch st High Court Pet Oct 11 Ord Dec 12
PAVER, SIDNEY HERBERT, Dover, Butcher's Assistant Eastbourne Pet Dec 10 Ord Dec 12
PEARCE, ARCHIBALD VINCENT, Bishop's Lydeard, Somerset, Licensed Victualler Taunton Pet Nov 30 Ord Dec 12
PEASGOOD, WILLIAM, Western park, Crouch End High Court Pet Oct 29 Ord Dec 12
PERKINS, JAMES, Cardiff, Builder Cardiff Pet Nov 26 Ord Dec 12
PIGGOTT, SKIPWITH LOCKWOOD PEMBERTON Lincoln's Bank Accountant Bangor Pet Dec 7 Ord Dec 14
PUCHMÜLLER, GERHARD BODO, Rosslyn hill, Hampstead, Engineer High Court Pet July 19 Ord Dec 11
PUGH, RICHARD CHARLES, Southampton, Hairdresser Southampton Pet Dec 14 Ord Dec 14
PUTMAN, WILLIAM West Drayton, Coal Merchant Windsor Pet Nov 18 Ord Dec 10
ROBINSON, ELEANOR, Leeds, Fruiterer Leeds Pet Dec 11 Ord Dec 11
STANDEVEN, HARRY WADE, Macclesfield, Brush Manufacturer Macclesfield Pet Dec 3 Ord Dec 14
THOMAS, DAVID, Neath, Grocer Neath Pet Dec 12 Ord Dec 12
YOUNG, ALFRED WILLIAM, Stevenage, Herts, Florist Luton Pet Dec 13 Ord Dec 13

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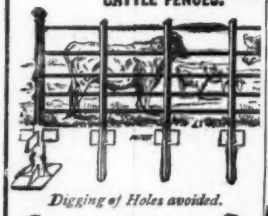

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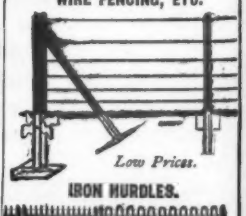

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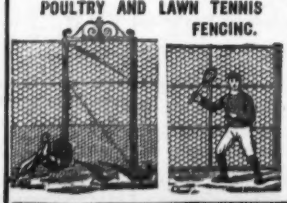

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